

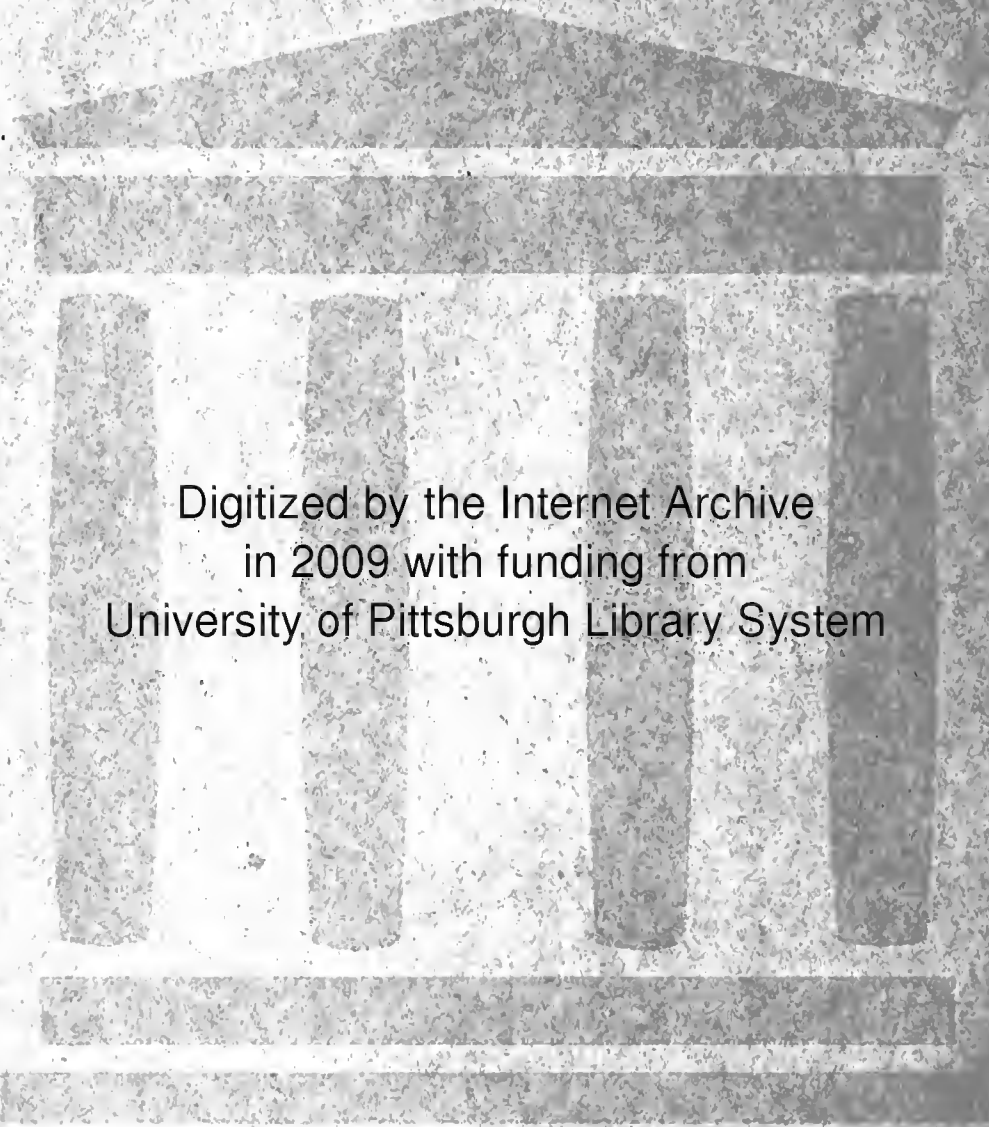


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# ARCHIVES OF MARYLAND

LX

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## PROCEEDINGS

OF THE

## COUNTY COURT OF CHARLES COUNTY

1666-1674

COURT SERIES

(9)

PUBLISHED BY AUTHORITY OF THE STATE UNDER THE DIRECTION OF THE  
MARYLAND HISTORICAL SOCIETY

J. HALL PLEASANTS

*Editor*

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*Associate Editor*



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## ARCHIVES OF MARYLAND.

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## LETTER OF TRANSMITTAL

Baltimore, December 1, 1943

*To the Maryland Historical Society*

GENTLEMEN:

The Committee on Publications of the Maryland Historical Society presents as Volume LX of the *Archives of Maryland* the *Proceedings of the Charles County Court 1666-1674*. This is the ninth volume of the Court Series of the *Archives*. This volume is a direct continuation of the proceedings of this same county court, covering the years 1658-1666, which appeared in 1936 as Volume LIII of the *Archives*.

It has been the plan of the Committee on Publications to publish in the Court Series, as a cross-section of the legal procedure of Maryland for the third quarter of the seventeenth century, the proceedings of the several courts of the Province. Those published embrace the Provincial (or General Court), the Court of Chancery, four county courts, and a manorial court. Until the year 1694 when an independent Court of Appeals was established, the highest appellate court in the Province was the Upper House of the General Assembly, sitting as a Court of Appeals. These Assembly proceedings have already been published. The proceedings of the Provincial Court from the establishment of the Province through the year 1670 have likewise appeared as volumes IV, X, XLI, XLIX, and LVII of the *Archives*. In these Provincial Court volumes down through the year 1668 will also be found entered the equity cases heard by these same justices when they sat as a court of chancery, but beginning with the year 1669 a separate series of chancery record books begins. One chancery volume, covering the years 1669-1679, designated "Proceedings of the Court of Chancery", has already appeared as Volume LI of the *Archives*.

Two volumes of county court proceedings for the third quarter of the seventeenth century have been previously published. Only the court proceedings for the counties of Kent, Charles, Talbot, and Somerset for this period have been preserved; those for the other counties have been lost. The records of Kent (1648-1676), Talbot (1662-1664), Somerset (1665-1668), and Charles (1658-1666) have been printed in volumes LIII and LIV. The records, which are fragmentary, of the manor court of St. Clement's Manor (1659-1672) have also been printed in Volume LIII. The volume which is now presented carries down the Charles County proceedings through the year 1674. Of the extant county court proceedings before the year 1675 there only remains for publication the proceedings of the Somerset County court from 1668 to 1674.

During the period covered by this volume Cecilius, Lord Baltimore, was the Lord Proprietary, and his son Charles, who later succeeded to the title, represented his father in Maryland as Lieutenant Governor. Political affairs at this time were quiescent in both England and Maryland. Indian disturbances in the Province were infrequent and not serious, although in 1666 there had been a slight outbreak at Piscataway. The population of the Province was increasing rapidly, due in considerable part to the influx of settlers from England and Virginia. It was in 1673 that Augustine Herrman, after exhaustive surveys, published his notable engraved map of Maryland and Virginia, receiving from Cecilius Calvert as a reward the grant of Bohemia Manor and other lands in Cecil County at the head of the Chesapeake, a princely estate of some twenty thousand acres. Trade showed marked improvement. Planters were building better houses. The Province of Maryland was getting into its stride.

In the preceding volume of the Proceedings of the Charles County Court (LIII), will be found a detailed account of its establishment in 1658, the same year the county was erected, and of its activities down to the year 1666, when the present volume continues the record. In the Introduction to the first volume of Charles County records will also be found a sketch of the organization, development, jurisdiction, and procedure of the Maryland county court system in general in the seventeenth century.

The Charles County Court which met either at, or near, the town of Portobacco, was composed of the prominent planters of the community, and exercised both judicial and administrative functions. There was in the 1666-1674 period an increase in the number of the justices on the bench from seven to eleven. All the justices were appointed by the Governor, through whom the Lord Proprietary thus exercised indirect but complete control. Power was centered in the three or four justices who headed the list, who were designated as "of the quorum"; and unless one or more of these, or a member of the Governor's Council, was present, the court could not lawfully function. The religious affiliation of the justices at this period is of some interest. Three of the quorum were, as was the Lord Proprietary, Roman Catholics. All the remaining justices, with one exception, seem to have been Protestants. The presiding justice during this entire nine year period, except for the one year when he was sheriff and therefore could not sit on the bench, was Henry Adams, who was also a Catholic. In only a single instance is the dissent of a justice to the judgment of the court recorded. This was when William Marshall refused to concur with the rest of the court in their refusal to grant an appeal to the Provincial Court. The great majority of the civil suits were tried before the court, although trial by a jury was granted in a number of instances. There were very few appeals to the Provincial Court asked, and none of those granted seem to have actually

come up for a hearing. It was not until the close of 1674 that the Charles County Court had its own court house; before this it held its sessions at inns, or possibly in some instances in private houses.

During the nine year period covered by the present volume the records of the Charles County Court show the ill effects of the frequent changes in the clerkship. Four court clerks held office during this period, two of whom, Boughton and Bonner, seemed to have lost office through financial irregularities, and a third, Gibbon, died not long after taking office. It would appear that these three clerks, when they were appointed, were recent arrivals from England, and had doubtless come to Maryland with Proprietary promises of civil preferment. The court record for this period, defective and fragmentary as it often is, indicates that the newly arrived holders of the clerkship had considerable acquaintance with legal forms. Missing in this period are the picturesque and oftentimes coarse and sordid descriptive details of criminal and civil cases as recorded by earlier clerks, neighborhood men, who were less versed in technical legal phrase but more familiar with the personalities and local backgrounds of neighborhood squabbles and feuds. Although these newly imported clerks were apparently better legal technicians than their local predecessors they have left behind them a record which contains for us much less of human interest. One of them, Boughton, appears to have studied law in Gray's Inn, London. There is also conclusive evidence that these newcomers often failed, either intentionally or from indifference, to make entries in the court records in many instances, especially in criminal cases, which should have been recorded. Probably this was because their reward in fees, at so much an engrossed line, was less for these entries than it was in the case of civil actions where the losing litigant was obliged to pay for the entries in the court record as part of the "costs" charged against him.

The character of the various matters which came before the court and are entered in the court record is discussed in detail under various headings in the Introduction which follows. The record gives us a picture of seventeenth century life in a Maryland community having a population of something like two thousand souls, and, it may be added, in a community having a strongly litigious urge.

The Committee on Publications takes this occasion to call attention to the irreparable loss which the study of American colonial law, and more especially early Maryland law, has suffered in the recent death of Judge Carroll T. Bond, late chief judge of the Maryland Court of Appeals. His two books, *The Court of Appeals of Maryland*, and *Proceedings of the Maryland Court of Appeals, 1695-1729*, together with his other writings and addresses on colonial law, gave him an unrivaled position in this field. During the past twelve years five

volumes of the *Archives of Maryland* have been published in its Court Series—the Proceedings of the Provincial Court, the Proceedings of the Court of Chancery, and the proceedings of four county courts—and in the editing of all of these volumes the Committee on Publications had the constant and untiring counsel and assistance of Judge Bond. For this invaluable help it is deeply grateful.

The next volume of the Archives of Maryland, which is now in press, will be the *Proceedings of the General Assembly of Maryland, 1766-1768*.

Respectfully submitted,

KENT ROBERTS GREENFIELD,

J. HALL PLEASANTS (*editor*),

RAPHAEL SEMMES,

*Committee on Publications.*

## INTRODUCTION

This record of the proceedings of the Charles County Court for the 1666-1674 period is a direct continuation of the previously published proceedings of the court for the first nine years following the county's establishment in 1658. The latter, covering the 1658-1666 period, have been printed in Volume LIII of the *Archives*. In the introduction to that volume will be found a history of the early Maryland county court system, its origin, development, jurisdiction and procedure, and also of the relation of the county courts to the superior courts of the Province, viz.: the Upper House sitting as the court of appeals, the Provincial or General Court, and the Court of Chancery, as well as of the relation of county courts to the inferior manorial courts (*Arch. Md.* LIII, xi-lx). In that volume will also be found a sketch of the beginnings of the Charles County court and some mention of those who served as its early justices or commissioners (*ibid.*, lxvi-lxvii). There also will be found a brief history of the manorial courts of the Province (*ibid.*, lxi-lxv).

The Charles County material printed in Volume LIII was taken verbatim and literatim from libers A and B of the original court records, occupying in all 788 manuscript folio pages of these two original record books. The material in the present volume, some 748 manuscript pages of the original record books at La Plata, the county seat, is to be found in libers C, D, E, and part of F. Volume LIII ends with the minutes of the court session which opened on March 13, 1665/6. The present volume opens with a heading bearing this same date, which is followed immediately by entries of a number of Charles County deeds and warrants enrolled before the next meeting of the court, held in June, 1666.

### THE COURT

The court met on June 12, 1666, with six justices present, James Lindsay, Zachary Wade (Waed), Francis Pope, Joseph Harrison, William Marshall, and Thomas Mathews. The only member of the court, as it was then constituted, not present, was Walter Beane (p. 11). An Ordinance of Governor Charles Calvert and the Council is the first entry in the court minutes proper. This is dated at St. John's, St. Mary's County, May 20, 1666. The Ordinance decrees that no changes which may have been made by the Governor by the renewal of the commissions of any of the justices should affect the validity of any suits or processes then pending before the courts, or affect the continuance of suits (pp. 11-12). The Ordinance is followed by the Governor's formal proclamation of it to the several county courts and sheriffs (pp. 12-13).

The court usually met six or seven times a year. Sessions were ordinarily, but not invariably, held in January, March, June, August, September, and November, but there was occasionally an October meeting. Fifty-five are recorded as having been held in this nine year period. It was at the June court

that matters relating to orphans were ordinarily brought up. Although a new commission for justices was issued by the Governor on December 23, 1667, the same men were reappointed, with the exception of William Marshall and Walter Beane, with the names of Gerard Fowke and Humphrey Warren added, and Richard Boughton appointed clerk (*Arch. Md.* V, 21). Beane was apparently in bad health (pp. 106, 113), and died in 1672. Colonel Gerard Fowke, when requested at the August, 1668, court to take his seat, declined to do so with "an excuse for his not sitting that he was noe Freeholder in this Province" (p. 139). Fowke, a prominent emigrant Royalist to Virginia, had married Anne, the widow of Job Chandler (d. 1659), a former justice of Charles County, and seems afterwards to have divided his time between Charles County, Maryland, and Westmoreland County, Virginia (*Md. Hist. Mag.* XVI, 1921; 1-16). Humphrey Warren did not take his seat, however, until the November, 1668, court (p. 144); he disappeared from the court after the March, 1670/1, session. With these slight changes the court, numbering seven, remained practically unchanged until September 16, 1670, when a new commission for nine justices, with Henry Bonner as clerk, was issued by Governor Calvert (*Arch. Md.* V, 75). Adams, Mathews, and a new member, John Stone, son of former Governor William Stone, were designated as "of the quorum", with Pope, Wade, Harrison, Lindsay, and Warren reappointed as associate justices, together with a new associate, John Bowles. This bench remained unchanged, with the exception of Lindsay, who died in 1670, and Pope, in 1671, until a new bench with many new names was appointed, August 1, 1672 (*Arch. Md.* LI, 81-3). In addition to the five holdover members, Adams, Mathews, Stone, Wade, and Bowles, there were six new members of the court added, bringing the membership up to the high figure of eleven. The new justices were Ignatius Causine, William Barton, Jr., John Douglas, Thomas Hussey, Robert Henley, and Stephen Montague. Philip Gibbon was appointed clerk of the court. Harrison, who had been a member of the court since 1660, was not reappointed, doubtless on account of ill health, as he died soon afterward. The membership of the court, as appointed in 1672, remained unchanged until after the close of the period covered by this volume, with the exception of Montague, who sat but once, dying a few weeks after his appointment.

Of the justices just mentioned, Henry Adams and Thomas Mathews, who sat during the 1666-1674 period, and John Stone, appointed in 1670, are known to have been of the quorum. A county court could not legally function unless at least one of the justices of the quorum or a member of the Governor's Council, was present. Adams, who is always mentioned first, was obviously the presiding justice. During the years 1665-1666 when he served as sheriff he could not legally sit. Lindsay, who died in 1670, was doubtless also of the quorum for, at three sessions in 1666 and one in 1668, he is first named on the court minutes, and the court functioned when he sat without Adams or Mathews being present. Only once do we find a member of the Governor's Council sitting on the Charles County court during this period. This was at the June, 1671, session, when Sir William Talbot, Baronet, a member of the Council and the Provincial Secretary, was present and presiding, although it is not recorded that any business was transacted at this meeting (p. 333).

Most of the members of the court were the prominent men in the county, and several of them had held other public offices such as burgess or sheriff. The attendance was ordinarily very good but, for some unexplained reason, this slumped badly in 1674. At the January court of this year, Stone, Wade, Henley, Douglas, Barton, and Hussey, were each fined for non-appearance, and at the November court Stone and Causine were amerced for the same reason "in accordance to the Act of Assembly" (pp. 515, 590). The amount of the fine is not stated. At a former session held in 1664, justices had been fined for absence at the request of litigants (*Arch. Md.* LIII, 511). The religious affiliations of the members of the court are of some interest. Of the four justices of the quorum of this period, Henry Adams, Thomas Mathews, James Lindsay, and John Stone, the first three were Roman Catholics. Of the thirteen associate judges only one, Ignatius Causine, is known to have been a Catholic.

The Charles County Court before 1675 seems to have met at inns or houses in the neighborhood of Portobacco. This is disclosed by items in the county levies showing payments to innkeepers. In compliance with the act of the Assembly of 1674, requiring each county in the Province to erect or provide a suitable court house and prison (*Arch. Md.* II, 413-414), Charles County purchased on November 10, 1674, from John Allen, one acre of land, part of Moore's Lodge in Zachia Hundred, to the southeast of where the town of Portobacco stood, Allen obligating himself to erect a court house and a prison thereon for a total of 20,000 pounds of tobacco for land and buildings (pp. 615-618). Interesting architectural details about the buildings erected upon it are discussed later in this Introduction (pp. xlv-xlvii). Allen also obligated himself to keep the buildings, the foundations excepted, in repair "forever", and to keep nearby "a public ordinary".

#### THE CLERK OF THE COURT

The *clerkship of the court* during the period covered by this nine year record was several times in a chaotic condition. George Thompson was clerk when the record opened. He appears as clerk on March 11, 1665/6 (*Arch. Md.* III; 539), and signs a paper as such between the March and June, 1666, court sessions (p. 11). He had served as clerk since his appointment May 25, 1658, except during the period of Fendall's rebellion in 1660, when Thomas Lomax held this position under Fendall (*Arch. Md.* LIII, lxvii). How long Thompson continued to hold the clerkship is uncertain, however. Neither this record nor the minutes of the Provincial Court discloses, but it may have been until the close of the year 1667, when another clerk was commissioned. Thompson's fight, or impromptu duel, with Thomas Oakley at Edmund Lindsey's inn, in which he wounded Oakley with a rapier, did not take place until some two years after he ceased to be clerk, so could have played no part in bringing about the change (*Arch. Md.* LVII, xxxiv-xxxv).

On December 23, 1667, a new commission for justices was issued and at the same time Richard Boughton was formally commissioned as clerk (*Arch. Md.* V; 21). Due to the error of the recording clerk who made the original entry

in the Council proceedings, this commission appears as dated 1672. This error is to be found both in the original entry in the manuscript Council Liber H H, and also in the printed *Archives* (V; 21), the latter being a faithful copy of Liber H H. That the original date of entry, "December xxiiiij; MDCLxxij", as found in Liber H H (folio 188) is an error due to the careless use of an "x" instead of a small "v" for the sixth letter of the year date, is disclosed not only by adjoining entries which are correctly dated, but by the fact that the commissioners or justices named in the same commission formed the bench of 1667, and not that of 1672 (*Arch. Md.* V; 21).

Richard Boughton, who succeeded Thompson as clerk, had been commissioned, May 17, 1666, Provincial Secretary, a member of the Governor's Council, and a Judge of the Provincial Court. His formal appointment as clerk of the Charles County Court was made, as stated above, on December 23, 1667. It is most unlikely that he held at the same time the three important Provincial positions of secretary, councillor, and judge, and the office of county clerk. He was almost certainly no longer in office, when, in the spring of 1669, he was summoned by the sheriff of Charles County before the court (p. 187). Although one suspects, the record does not disclose, what was charged against him at the hearing which doubtless followed. Light, however, is thrown upon the difficulties which had resulted in his losing the clerkship, in a suit for slander which he filed at the August, 1669, court, against Nicholas Emanson (Emerson), an innkeeper. It appears that the innkeeper had circulated reports that Boughton's fee accounts as clerk of the worshipful court were dishonest, and Boughton declared that these slanderous rumors had resulted in his being "at p<sup>r</sup>sent destitute of employment", and that his "future preform" was thereby jeopardized. It appears that the innkeeper had also said that it was Boughton's "reall intention to goe for Eng<sup>land</sup> this year" to defraud his creditors, and that he had not paid the innkeeper for the liquors drunk at his wedding. The court refused, however, to allow the suit for slander to come before a jury, for, it declared, no damage had been shown (pp. 212-214). The suit for slander was the result of a suit for debt entered by the innkeeper against Boughton for 2703 pounds of tobacco, in great part for drinks consumed at his recent marriage (p. 214). The court gave judgment for the innkeeper and Boughton appealed to the Provincial Court (*Arch. Md.* LVII; 538-539). The appeal does not seem to have been prosecuted. Some eighteen months later we find Boughton in prison for the debt which he owed to Emanson, and probably also for debts owed to others as well (*Arch. Md.* LI; 358). When, in 1671 and again in 1674, the sheriff sought to serve a warrant upon Boughton in suits for debt, he could not be found (pp. 349, 518, 549). Our record discloses that on June 24, 1668, Verlinda Burdit, widow of Thomas Burdit of Nangemy Creek, "before th<sup>e</sup> marriage intended to be Consummated between me and M<sup>r</sup> Richard Boughton", had made a deed of gift of cattle and a slave to her four Burdit children (pp. 133-134). Mrs. Burdit was the daughter of the Reverend William Cotton, minister of Lower Accomac Parish, Virginia, whose sister Verlinda was the wife of Governor William Stone of Maryland (*Va. Mag.* VI, 1899, p. 405). It was to celebrate this wedding that Boughton had overextended himself in the



purchase of liquor. He seems to have retrieved his fortunes later, as he not only represented Charles County in the Lower House of Assembly in 1669, but was clerk of the Upper House from 1674 to 1676 and Deputy Commissary of the Prerogative Court. He died in 1706, when his estate was administered upon by his son, Samuel Boughton. In addition to his landholdings in Charles County, where he lived, he owned two large tracts of land in Baltimore County. One wonders whether he may not be the same Richard Boughton, who, described as the son of Thomas Boughton, armiger [one entitled to bear heraldic arms], of Bilton, county Warwick, was admitted as a student of law to Gray's Inn, London, February, 1647/8. (*Foster's Register of Admissions to Gray's Inn*, Vol. 2, part 1, p. 247).

The next clerk of Charles County of which we have a record was Henry Bonner. A deposition shows that he was twenty-two years old about the time that he became clerk in 1669 (p. 540). He had apparently only very recently arrived in the Province. Bonner, like Boughton, had a checkered career as clerk. He had apparently taken over the office of clerk, or was acting as deputy clerk, about the time Boughton got into difficulties in the summer of 1669, because, when in June, 1670, he was sued by John Hatch for debt, he sought to evade suit by asking for a "writ of privilege", declaring that Hatch was "not proceeding according to law & privileges allowed th<sup>e</sup> Clarke of the Court", and was granted a "nonsuite" (pp. 258-259). No record of his formal appointment to the clerkship by the Governor, however, has been found before September 16, 1670, when he was recommissioned (*Arch. Md.* V; 75). About a year later he no longer held that office, as he is referred to as "late clerk", when at the November, 1671, county court, the grand jury investigated charges made to the Governor against him by John Helme for "mischarging certain Fees." The Grand Jury found that his account was "erroneous", but did not find it "presentable" (p. 356). The record does not show whether or not he resumed office, but it is unlikely that he did, as on August 1, 1672, Philip Gibbon was appointed clerk. At the November, 1674, court, immediately after the death of Philip Gibbon, who had succeeded him as clerk, "it was ordered that M<sup>r</sup> Henry Bonner shall be Clerke to th<sup>e</sup> Comission<sup>rs</sup> below for drawing of warrants & hues & Cryes & mitimus's or any such like businesse" (p. 590). This looks more like an appointment for special duties than as a formal reappointment to the full county clerkship. His subsequent career has not been traced. In 1670 Bonner married Elizabeth, the widow of Walter Story, a London merchant, who had settled in Charles County. They became involved in various law suits in connection with their own affairs and the Story estate, and were both apparently in prison for debt in 1672 (*Arch. Md.* II, 459-460; LI, passim). Bonner appears to have lived in the upper part of Charles County, which later became Prince George's, as his will, dated and probated in October, 1702, refers to him as of Prince George's, and vests his entire estate, including large land holdings on Bush River, Baltimore County, in his wife, Elizabeth.

A somewhat nebulous figure is Philip Gibbon who succeeded Bonner and was formally commissioned "Clerke and keeper of the Records and proceedings" of the Charles County Court, August 1, 1672 (*Arch. Md.* LI, 83). It

seems likely that Gibbon had acted as clerk since his predecessor had gotten into difficulties about a year before Gibbon's formal appointment in 1672. Nowhere, however, in the court records do we find him designating himself as clerk or signing himself as such. He appears as a witness to sundry legal papers during the years 1671-1674. The testamentary records show that Gibbon died intestate and that his estate was administered upon November 6, 1674, by Benjamin Rozer. As told in the preceding paragraph, it was at the November 10, 1674, session, that Henry Bonner received the curiously phrased appointment as clerk to the justices "for drawing warrants & hues & Cryes & Mitimus's or any such like businesse", which undoubtedly meant that he was made acting clerk, with limited authority and functions, immediately following Gibbon's death. Gibbon seems to have been a more efficient clerk than Boughton or Bonner. There are fewer obvious omissions in his entries in the court proceedings. There seems to be no reason to believe that he was in Maryland before his appearance in Charles County early in 1671. It seems probable that he had recently come over from England with the promise of office, an office he was destined to hold for less than three years before his death in the autumn of 1674. He purchased in September, 1673, two small plantations of 150 acres on Portobacco Creek for 6500 pounds of tobacco, which he sold six months later to Benjamin Rozer for 5600 pounds (pp. 540-4). He doubtless lived in the town of Port Tobacco.

#### THE SHERIFF

The *sheriff*, or high sheriff as he is occasionally called to distinguish him from an under sheriff or deputy, was an important county official. During the period covered by this volume the sheriff of each county was chosen annually by the Governor from three names nominated to him by the justices of the several county courts. The sheriff received no salary but was paid by fees, and the office was quite a profitable one. The duties and powers of the sheriff have been fully discussed by the editor in a previous volume of the *Archives* (LIII, xxxix-xl). The sheriff at this period was prohibited by law from acting as attorney in his own court. One of the justices, Henry Adams, who had been appointed sheriff April 20, 1665, and sworn in on June 13 (*ibid.* 572-573), still held office when this record begins. He appointed Samuel Cressey, the attorney, his under sheriff or deputy sheriff. He was succeeded as sheriff by another justice, Thomas Mathews, who was sworn in at the June, 1666, court, and appointed Thomas Allanson his under sheriff (pp. 21-22). A sheriff could not sit as a justice. Benjamin Rozer received his appointment as sheriff April 15, 1667 (*Arch. Md.* V; 4) and was reappointed April 1, 1668 (*ibid.* 27). These court records show that he continued to act as sheriff during the years 1669, 1670, 1671, and early in the year 1672, although no actual record of his annual appointment after 1668 can be found. Jonathan Marler and Samuel Cressey appear as under sheriffs in writs dated 1668 in the Rozer period (pp. 105, 139). It may be added that Rozer, who was followed by John Allen in 1672, was reappointed sheriff September 8, 1674, serving in that office until several years afterwards (*Arch. Md.* LI; 131, 204). Allen, recently a London

merchant, had been in Maryland only a few years (p. 504). On November 8, 1672, Allen appears as sheriff (p. 428), and was still in office in August, 1674, when the coroner returned writs in suits in which Allen was a plaintiff (p. 573). As of some interest in this connection, the court record reveals that the sheriff's imprisonment charges for the custody for five days of a prominent defendant, Samuel Fendall, were 100 pounds of tobacco, or 20 pounds a day; and that the charge for the arrest of this same person was a fee of 55 pounds (p. 437).

#### THE CORONER

The functions of a *coroner* usually had been combined either with those of sheriff, or county clerk, or constable, until the passage of the act of April-May, 1666. This provided for the appointment by the Governor "from time to time" of a suitable person in each county as coroner, to whom was to be administered the same form of oath as that used for coroners in England (*Arch. Md. II*; 130-131). Fees for the coroner are not mentioned in this act, but in 1671 the coroner's fee for "viewing the bodies" of those "dead by misadventure", was fixed at 250 pounds of tobacco; and in cases where the coroner acted for a disqualified sheriff, as in the arrest of the sheriff himself, or where the sheriff appeared as plaintiff in a suit, the coroner's fee was fixed at 40 pounds (*Arch. Md. II*; 292-294). There is only one mention of the appointment of a coroner for Charles County during the entire period covered by this volume, either here, or in the proceedings of the Governor and Council, or in the proceedings of the Provincial Court. This was when Thomas Thorowgood was sworn in as coroner on August 7, 1667 (p. 95). How long he served is not known. It is revealed by this record, however, from entries in which fees for the coroner are mentioned in the county levies, or where the coroner acted instead of the sheriff, that Ignatius Causine was the coroner of Charles County in the years 1671, 1672, and 1674 (313-316, 348, 362-363, 431, 587). It seems most likely that Causine, who became one of the justices of the Charles County court in 1672, served as coroner during all the later period covered by this volume.

#### CONSTABLES

*Constables* for the several county hundreds were appointed by the county courts. On account of the carelessness or indifference of the court clerks, notations of the actual appointment by the court of constables are almost entirely lacking in the Charles County records of this period. The one such appointment recorded is that on March 10, 1670/1, when Henry Hawkins, constable for Portobacco Hundred was sworn in (p. 317). The court on several occasions fined constables for their failure to be present at court sessions as was required by law. We have the record of fines imposed, or remitted, in 1668, 1671, and 1674, upon the following constables: Thomas Hussey, Owen Jones, John Newton, William Barton, Jr., Gilbert Corner, Francis Thornton, William Boyden, Alexander White (p. 144); Joseph Cooper, John Dobs, and William Russell (pp. 356, 529, 590). The fine imposed for non-attendance of a constable at a court session was 1000 pounds of tobacco.

## ATTORNEYS

The court records were kept in such a way that it is often not possible to know whether litigants were represented by *attorneys at law* or by mere *attorneys in fact*. Both, especially in the earlier years, appeared before the court. Attorneys in fact can usually be recognized by a letter of attorney (power of attorney) filed in court, authorizing some person to appear in court and act for another in a given cause, or to execute a deed, or to perform some other specified legal function. Following the restoration of the Province to the Calverts in 1658 the legal work conducted before the court passed more and more into the hands of professional lawyers. By this it is not meant that the attorneys at law practicing in the Provincial and county courts devoted themselves exclusively to its practice, for nearly all of them were planters as well. During the period covered by this record, the great bulk of the business before the Charles County courts came to be carried on by a comparatively small group of local attorneys at law.

The *attorneys at law* who most frequently appear in Charles County at this time are Benjamin Rozer, Samuel Cressey, and John Jones. Rozer, Cressey, and Jones first appeared as attorneys in the years 1662-1663. Cressey died in 1675. Jones was in active practice when this record closes. Rozer, when sheriff, did not practice. Richard Boughton and Henry Bonner, both of whom had held the office of clerk of the court, after their retirement as clerks, frequently represented clients before the court. The act of 1666 prohibited county justices, clerks, and sheriffs from practicing as attorneys before their own court (*Arch. Md.* II; 132). Just before the close of the 1666-1674 period we find a few formal entries in the court minutes of men sworn in as attorneys. Thus at the September, 1674 court, Mr. Henry Bonner and Mr. John Jones were "sworne as Attorney of this Court by th<sup>e</sup> Worshipfull th<sup>e</sup> Co<sup>m</sup>ission<sup>rs</sup> of th<sup>e</sup> s<sup>d</sup> Court" (p. 586). This formal action was the result of the recent passage of a law with the amusing title, "an act to reform the attorneys, councellors and solicitors at law of this Province", passed at the May-June, 1674, General Assembly, restricting practice by attorneys before the county courts to those sworn in respectively by each county court (*Arch. Md.* II; 409-411).

That the court believed that lawyers stirred up trouble between servants and their masters is indicated by an order of the Charles County Court at the March, 1673, session, prohibiting any attorney from appearing for a servant against a master without having first obtained the approval of the court (p. 496). The act of 1674, which fixed 200 pounds of tobacco as the maximum fee that might be charged by an attorney in a case, had the result which might have been expected. Prior to its passage, when costs of suit were assessed against the losing litigant, a fee of 60 pounds of tobacco was invariably allowed by the court to the lawyer of the successful litigant as one of the "costs". But immediately after the passage of the 1674 act invariably the maximum fee permitted under the act, 200 pounds of tobacco, was allowed in the bill of costs as the fee to be paid by the loser to the attorney of the successful litigant. Beginning with the September, 1674, session, the new ceiling figure of 200 pounds appears on the record. But it is not disclosed whether the unsuccessful litigant

always paid his own attorney the maximum fee; one suspects that he often did not.

There was so great carelessness and such lack of uniformity in the way the several clerks and deputy clerks entered and recorded both civil and criminal cases during the nine-year period covered by this record, that it is difficult to give figures as to their actual number and character. There were unquestionably numerous omissions. Certainly, much of human interest with which the earlier Charles County record, that for 1658-1665/6, was replete, is lacking in this volume. There is scarcely any mention of neighborhood brawls, or details of sex irregularities, that are so vividly described in the earlier records. It is only in an occasional damage suit for personal injuries, or for slander, that the human or personal side of community life is spread before us.

#### CIVIL SUITS

During this period the record shows that at least four hundred civil cases came up for trial before the court, and this in a county which had an estimated average population at the time of about eighteen hundred. This is an average of some forty-five civil suits a year, a rather large volume of litigation to have actually come before the court. But this figure does not tell fully the story of the litigiousness of the community. The number of writs or warrants issued for service by the sheriff is a better measure. There is a record of about seven hundred warrants served during the nine-year period, or nearly eighty a year. Many of those summoned to court as defendants by these writs never came up for trial as the cases were settled out of court. Some were "referred", or postponed, for hearing at the next court and were doubtless settled as they are not heard of again. Litigiousness, as measured by the number of sheriff's writs, is also deceptive, as some of these writs, perhaps a third, were served, not on defendants but on witnesses. If the number of plaintiffs is added, perhaps some nine hundred or more persons, about a hundred a year, either appeared before the court or had their cases settled out of court. In a number of instances, cases never came up in court because defendants had fled or had concealed themselves, and warrants could not be served by the sheriff; these writs were returned by him as "*non est inventus*." If, however, the absent defendant owned property in the county the court might hear the suit and order execution upon the defendant's property. It is probable that, for every three cases in which preliminary steps were taken for suit, not more than two actually came to trial.

*Debt* was by far the most frequent cause of civil litigation. Over ninety percent of all the cases which came before the court were for debt. Most of these debts were secured by a "bill of debt", the equivalent of a modern promissory note, and the judgment of the court in such cases was promptly given. It would appear that to protect themselves, executors and administrators of estates, before paying a debt about which there was the least question, preferred to secure an order of the court to make payment. The amounts sued for varied from a few pounds to two thousand nine hundred and ninety-nine pounds of tobacco. If the amount was three thousand pounds or more the Provincial

and not the county court had jurisdiction. If the defendant refused, or was unable to make payment as ordered by the court, he was imprisoned by the sheriff until a settlement satisfactory to the creditor was made.

Many suits were thrown out by the court, a *nonsuit* being granted, with costs charged against the plaintiff. These costs included allowances to witnesses, fees to the attorney of the defendant who was the successful litigant, and jury expenses if there was a jury. Quite a number of suits were thrown out because they had not been entered within the two year time limit fixed under the act of 1666, for "the limitation of certain actions for avoiding suits at law" (*Arch. Md.* II; 201-202). The majority of the suits for debt were tried before the court, but in a considerable number the cases were tried before a jury. Reference to a petit jury might be made at the request of either the plaintiff, or the defendant, or by the court itself on its own initiative. Twenty-six jury trials are recorded in this volume.

There are recorded a few suits for *damages* for assault and battery and also for slander. References to some of the more interesting of these will be found elsewhere in this Introduction (p. xxiv-xxv). The index will serve as a key to various other types of civil actions which came before the court, but are not of sufficient interest to the general reader to be discussed here. Among them are a number of suits for wages in dispute. Disputes about land, especially land boundaries, were rather frequent. These will also be found discussed in another section of this Introduction (pp. xxxix-xlii). Suits for damages for killing or stealing hogs, cattle, or horses, are also discussed in a later section (pp. xxiii-xxv). These suits, especially those for the killing of ear-marked hogs running at large, had both civil and criminal aspects. Damages were payable to the owner, a fine to the Lord Proprietary, and a reward to the informer. It is of interest that down to the September, 1667, session of the court, suits for debt were for the amount of the debt alone and costs of suit, but beginning with this session and thereafter, damages in addition to the amount of the debt and costs, were nearly always asked, but rarely, if ever, granted by the court.

#### CRIMINAL JURISDICTIONS

The *criminal jurisdiction* of the county court was largely confined to breaches of the peace, and misdemeanors which did not involve loss of life or member as punishment, the more serious felonies going directly to the Provincial Court. The criminal entries for the period covered by this volume are so few and so defective, that one wonders whether there may not have been a separate record book kept for them which has in course of time been lost; but it seems more likely that this was due to carelessness on the part of the changing personnel in the clerk's office. Or perhaps it was due to the fact that fees were not paid to the clerk for entering the records of criminal cases in the court minutes, as was the case in civil suits. At only one court session are we specifically told that no criminal cases came before the court. At the March, 1667, court session there is an entry that the grand jury gave its "verdict That they found noe person worthy of Presentm<sup>t</sup> for anie mindemean<sup>rs</sup> ag<sup>t</sup> th<sup>e</sup> lawes of this Prov" (p. 62).

## GRAND JURY

A *grand jury* is mentioned at only six of the fifty-five recorded sessions of the court held during our period (pp. 62, 144, 356, 372, 439, 518). Under an act of Assembly passed in 1666, the county courts were required twice a year to have impanelled by the sheriff a grand jury to inquire into offenses against all the good laws of the Province (*Arch. Md.* II; 141-142). There is no reason to believe that the Charles County Court, or the sheriff, failed to comply with this act, as there were penalties provided for failure to do so. The fact that at only six of these sessions, over a nine year period, is there any notation that a grand jury had met, is certainly due to the carelessness and indifference of the clerk of the court to make such an entry in the minutes, for even had the grand jury met only twice a year, which is most unlikely, there must have been at least eighteen grand juries which met during this nine year period. The law does not stipulate the number of jurymen which constituted a grand jury. As a matter of fact, the number seemed to vary in an arbitrary way. At the January, 1671/2, and November, 1672, sessions, a grand jury of fifteen members was impanelled, while at the March, 1671/2, session, the grand jury was composed of nineteen members (pp. 356, 372, 439). At the November, 1668, court, four persons "summoned by the sheriff to fill th<sup>e</sup> grand jury and not appearing" were fined (p. 144).

Not a single one of the *criminal cases* is recorded in which all the picturesque and often sordid details of the evidence are presented, as will be found in the earlier county court records printed in Volumes LIII and LIV of the *Archives*, as well as in the Provincial Court records. In some instances, however, details are found in civil suits for damages as the result of assaults, or for slanderous speeches charging hog-stealing, theft, etc. Occasionally the court required an individual to give bond that he keep the peace, or that he would prosecute some one accused of hog-stealing (p. 311).

## HOG STEALING

*Hog-stealing* as a crime has been discussed by the editor at length in a previous volume of the *Archives*, so need not be enlarged upon here (*Arch. Md.* LII; xxxi). Hog-stealing, by which was usually meant the killing of ear-marked swine running at large which belonged to others, was looked on as a most serious offense. Only first offenders were ordinarily tried in the county courts; more flagrant or repeated offenders were sent up to the Provincial Court, the law providing even the death penalty for the third offense. Hog-stealing was not only a crime against the dignity of the Lord Proprietary and one to be severely punished, but, as has been said before, was a cause for a civil suit for damages against the offender by the owner of the hogs; and a reward to the informer was also allowed. These cases usually first came before the grand jury on information by a constable, this being followed by indictment by the grand jury. The trial that followed was usually before a petit jury, but might be tried before the court, as the accused elected.

At the March, 1669/70, court, Captain James Neale, a wealthy planter, prosecuted, and sought damages from, three former servants of his, although at the time of trial no longer in his service, for killing and eating, about a year previously, a number of his hogs, and for stealing and drinking "a great quantity" of his wine. The evidence is presented at great length and in amusing detail. The entire servant population of the plantation seemingly had a wonderful time. The hogs were killed and eaten on several occasions at one of Neale's plantation quarters by these three servants and by other fellow servants, and the entertainments, which occurred about Christmas time, were enlivened by the lavish use of their master's wine. This was stolen from his "Wine house", by the use of the key of the corn loft, which, luckily for the celebrants, also opened the wine house. The parties must have been hilarious as those who took part in them not only drank as much as they pleased at the wine house, "but also they Carried with them up to the Quarter two or three pales full of Wine every week for three weekes att least the paile Containeing two or three Gallons." Sentinels were posted to see that they were not caught. There must have been some extenuating circumstances as the jury found damages against them for only 225 pounds of tobacco, and costs of 660 pounds. Although there were twelve such "trespasses" only four hogs had been killed while the three defendants were in Neale's service, the rest having been killed after they had become free (pp. 251-254).

Two *damages suits* were instituted for slander on account of assertions or insinuations of hog-stealing. One was tried before the court and one before a jury. In the first case, heard at the January, 1670/1, court, neighbors were declared to have been advised by Francis Fernley to have a care to mark their hogs, as John Mould, the plaintiff in the slander suit, "was often abroad to hunt wild hoggs." The court found no cause for action and granted Fernley a nonsuit (p. 311). This same John Mould, at the November, 1672, court, was bound over to keep the peace and to appear at the next court, but whether this had any bearing upon his difficulties with Fernley nearly a year before, is not disclosed, nor do we again hear of the matter (p. 441). In the second case a defendant was charged with calling the plaintiff a hogstealer. He denied having done so, and asked a jury trial. The jury found no cause for action and the court granted a nonsuit with costs to the plaintiff (p. 507). Upon the complaint of a prominent planter and one of the justices, Humphrey Warren, a certain Hugh French was ordered at the January, 1670/1, court, to give security for his good behavior, but the record does not disclose what Warren had done to have aroused French's ire against him (p. 281).

A suit for 1500 pounds of tobacco for personal damages, brought by Thomas Price at the August, 1672, court, against Captain James Neale, discloses the details of a free-for-all fight between Price on the one hand and Captain James Neale and his son James on the other. Witnesses had seen the son at his father's plantation fighting with Price. James junior called for help, the father struck Price two or three times and pushed him off the boy. Another witness declared that Price had "pulled much hair from the head of th<sup>e</sup> said James", the son. A jury awarded to Price 400 pounds of tobacco as damages and costs of 150



pounds (p. 396). In another case a servant girl, Marie Ellis, at the September, 1667, court, brought suit for 500 pounds of tobacco against Alexander Smyth and his maid servant, Elizabeth Taylor. Smyth accused Marie, who at the time was his servant, but when the suit was filed in the service of another, with having stolen a coife. Smyth sent Elizabeth Taylor to recover the coife. To clear her name Marie allowed Elizabeth to search among her linen but the coife was not to be found, whereupon Elizabeth then "did beate and abuse her verie much and did throw th<sup>e</sup> said Marie over a tree several times calling her Hore to make use and lie with men", and "struck her with her fist", and finally went off with Marie's holland apron. The plaintiff declared that she was so disabled as to be unable to serve Mr. Philpott to whom she had hired herself, and that the cure of a "verie sore Legge" had been much hindered by the assault. The jury awarded Marie 50 pounds of tobacco as damages, and costs and found Alexander Smyth an accessory because he had not returned the apron to Marie (pp. 100-103). One of the witnesses in the case said that he had seen the assault when he was working at "goodie Michels"; this is doubtless Joan Mitchell (Michael), widow of Thomas Mitchell, about whom insinuations of witchcraft had been made a few years before (*Arch. Md.* LIII, lv).

One of the few cases in this period in which there is recorded a sentence for committing a *misdemeanor* was that of William Taylor, doubtless a servant, who was ordered to have ten "slashes" upon his bare back for stealing a pair of stockings, "but by his submission to the court the worshipfull Commissioners was pleased to remit the punishment" (p. 565).

## SEX RELATIONS

The most curious of all the "*to-keep-the-peace*" cases was that in which a man, possibly a too importunate suitor, was ordered by the court to keep away from a girl. At the August, 1667, court, Joseph Peters "was cleared and freed by Proclamation." The case had come up upon the complaint of a planter William Perfoite. The court ordered that Peters remain in the hands of the sheriff until he gave his own bond that "he comes not into the company of Anna Bramstone any more & that if they happen to meet he avoid her Company & th<sup>t</sup> he should not beate William Perfaite nor come upon his plantacon" (p. 261). The June, 1666, county court, acting under orders of the Provincial Court, proclaimed a certain Mary Marler an outlaw (p. 12). No other reference to her is to be found in these records. The case of Mary Marler of Portobacco, a spinster, found guilty of infanticide in the Provincial Court at the April, 1666, session, has already been treated in full in the introduction to a previous volume of the *Archives* (LVII, xxx). When the sheriff went to bring the prisoner, who had been found guilty, into court for sentence, he found that she "Had broke prison and fled for it, Whereupon Proclamacon made three times that if she came not in, to be Outlawed." None of the records disclose whether she was caught or, if so, what was her fate.

As usual a number of *bastardy* cases and cases of a man and woman accused of *unlawful cohabitation* came before the court during this period. There are

in all fifteen such sex cases recorded. The records show that the woman involved might be ordered a whipping or be fined, but whippings seem to be less frequent than in the previous decade, servants alone being the victims. The father of a bastard child, if a servant, was usually accorded the same treatment as the woman, but if a freeman, was obliged to give bond that the child would not become a public charge. The criminal record for the period covered by this volume was, however, so badly kept by the changing and irresponsible clerks or deputy clerks, that we are left in the dark as to whether a whipping or any other punishment was meted out to eight of the women presented for bastardy. Bastardy and unlawful cohabitation cases were ordinarily brought before the grand jury by one of the constables and, if the evidence justified, were presented for trial. Thus, at the 1671 court, Francis Lamb was ordered to give security for 10,000 pounds of tobacco to keep the county harmless from the care of "a bastard child by him begotten on the body of Anne Broadhead." The latter, a servant, was presented at the same court for bastardy, but the record does not disclose her punishment. The amount of the bond alone proves that Lamb was not a servant (pp. 355-356). Obadiah Dunn and Elizabeth Francis were presented for having a "bastard child abortive they both burying of it & concealing of it", but the punishment was voided when a planter, Robert Rowland, agreed to pay to the Lord Proprietary the 200 pounds of tobacco fine imposed on each of the principals (p. 519). At the same court Margaret Ward, living at Captain Hugh Oneal's was fined 500 pounds for bastardy, Ralph Coates going security to pay the fine due to the Lord Proprietary (p. 519); while Ann Ward, whose case was called the same day, could not be found by the sheriff (p. 519). Margaret Evans was fined 500 pounds of tobacco at the January, 1674, court, for bastardy, and Peter Carr "where she liveth" paid the fine to the Lord Proprietary (p. 518).

Two cases where a man and a woman were unlawfully living together, and a near breach of promise suit, came before the court. Joane Langford had George Harris summoned before the court and accused "th<sup>e</sup> said George for begetting a Bastard Child on her Body, and for Nonperformance of his promise to Marry her, or set her free." George was ordered to give bond for 1500 pounds of tobacco to save the county harmless for the maintenance of the bastard child, and to pay "Two hundred and fifty pounds of tobacco to th<sup>e</sup> Wife of John Cofer for tending on th<sup>e</sup> said Joane in her Laying in." He also paid a fine of 500 pounds to "acquit and set free the said Joane of th<sup>e</sup> penalty of Whipping" (pp. 141-142). At the court held in November, 1672, there were two similar presentments by the grand jury. Elinor Warren was charged with "beading [bedding] and entertaining Thomas Howell for the space of Six weeks in her house and not lawfully married to him" (p. 439). There is evidence that Elinor Warren was a woman of some property (pp. 350, 364). Susanna Dunn, the wife of Thomas Dunn of "the upper county of Rapahannock in Virginia" and Philip Cary of Mattawoman, Charles County, were presented, she for absenting herself from her husband, and he for keeping her over two years and living together as man and wife; and she also for having had a bastard child by him about a year previous (p. 439). The outcome of neither of these cases is revealed by the record.

## ORPHANS

So few references are found to *orphans* and orphans' estates in the nine years covered by this record, that one wonders if a separate entry book for such matters may not have been since lost, as acts of the Assembly specifically provided that at least one session a year "for orphans", preferably in June, be held (*Arch. Md.* LIII, xxxvii). Mention may be found of a few instances where very young orphans had been bound out until of age, in one case to a godfather (p. 497). When children of upper class planters were left orphans, where there was sufficient estate to care for them, other provision seems to have been made for them by the court. Thus, when Arthur Turner's five children were left orphans in 1667, the youngest was then only about a month old. The Turner family was broken up and prominent men were appointed guardians for them. Arthur, the eldest son, chose as his guardian, Josias Fendall, a former Governor. The second son chose Walter Beane, a justice of the court; the third son, James Bolling, a prominent planter; Ann, a daughter, was apprenticed until sixteen years old to William Marshall, until recently one of the justices, to "remaine with him unless married" until she was twenty-one. The youngest, a month old infant, was put out to nurse with Susanna Taylor, who was allowed 800 pounds of tobacco if the child died within six months, with 800 pounds more if he died between the ages of six and eighteen months. That all did not go well with these arrangements, and apparently also with Turner's estate, is shown by the fact that soon afterwards some of the guardians were changed, and provision was made for the care of certain of the children in the county levy (pp. 106, 142, 144, 229, 230). It may be recalled that Turner, some six years before, had appeared in a most unpleasant role in a bastardy case in which the mother of the child, Lucy Stratton, his servant, preferred a whipping to marriage with him, on the ground that "hee was a lustful, very lustful man" (*Arch. Md.* LIII, xxviii-xxix).

## APPEALS

There are six instances noted in this record in which *appeals* from the Charles County Court to the Provincial Court were asked. As described in a former volume of the *Archives* (LIII, xxiv-xxv), there were four methods by which cases in the county courts might be removed to the Provincial Court, to which the interested reader is referred. In five of these six instances in which appeals were asked the cases seem to have been referred to the higher court by a direct appeal entered in the Charles County Court at the time of the trial. In the one instance in which an appeal was denied, it is to be noted that one of the justices dissented from the refusal of the lower court to grant an appeal.

The suit of the administrators of the estate of Dr. John (Jacob) Lumbrozo against Richard Dodd for a debt of 400 pounds of tobacco for rum and sugar, was heard at the November, 1667, court. As the plaintiffs could not produce their books of account, which had been lost, the court gave judgment against the plaintiffs, because their suit was "not justlie proved by one single evidence." The plaintiffs then craved an appeal to the Provincial Court, which the county

court overruled, notwithstanding the fact that "M<sup>r</sup> Will. Marshall assenteth not to th<sup>e</sup> over-ruling of the appeale but is of opinion that there ought to be an appeale" (pp. 48-49). It is to be noted that on a former occasion in 1664, Justice Marshall dissented from an opinion by all the other members of the Charles County Court (*Arch. Md.* LIII, p. 515). Dissents were most unusual in the county courts.

There was an appeal taken in a case heard at the September, 1667, court, in which an indentured servant was given his freedom by a jury in the Charles County Court. This was the case of David Ralston against his master, Daniel Johnson, which involved a demand by the latter for additional time of Ralston's servitude, which had been lost when, it was claimed, he had been a runaway from a former master. An appeal to the Provincial Court craved by Johnson was granted, but was not prosecuted by him (pp. 108-110). The case is discussed in some length in another section of this Introduction (pp. xxxvi-xxxvii).

Appeals were entered by the defendant at the January, 1667/8, court, in two suits involving money due for building construction by Thomas Alcocks, a carpenter, against George Thompson, late clerk of the Charles County Court. These appeals to the Provincial Court were granted to Thompson, apparently before the county court had heard and given judgment in the two cases (pp. 113-114). As the cases were never heard in the Provincial Court, nor did they come up again in the county court, it is to be presumed that they were "composed", or settled out of court. Both suits, which were for payments due for buildings constructed by Alcocks for Thompson, are of considerable interest to students of Colonial architecture and building. They are more fully discussed from this standpoint in another section (xlv-xlvii).

At the June, 1668, court, the suit of Robert Sampson against William Thomas was heard. Sampson, in a plea of detinue, sued Thomas for 1500 pounds of tobacco, claimed to be due him for sundry goods sold to Thomas. After hearing the evidence, a jury gave their verdict for the defendant, who was represented by his attorney, William Calvert of St. Mary's. The plaintiff, represented by Henry Neale, entered an appeal (pp. 135, 138). As nothing further is heard of the case, in either the Provincial Court or the Charles County Court, it was presumably settled out of court.

At this same June, 1668, court, Walter Peake (Pake) of St. Mary's County, sued Miles Chaffe, who he said, was a "Nonresident person" for a debt of 795 pounds of tobacco and damages, on a bill for debt which was not yet due. Peake, represented by his attorney, William Price, asked that Chaffe, as a nonresident, be compelled to give security. The defendant denied that he was a nonresident and said that he had agreed, for his accommodation within the county, to undertake several employments which would enable him to pay his debt. The court, on the ground that the writ of arrest by which Chaffe was brought into court did not specify that any security be given, gave judgment in favor of the defendant. William Price, as attorney, entered an appeal to the Provincial Court, which was granted, and liberty was given to transmit a copy of the proceedings to the higher court (p. 140). Why this appeal was never heard in the Provincial Court is explained by the spectacular events which soon

followed. At the November, 1668, Provincial Court, Peake, the well known innkeeper of New Town on Bretton's Bay, who was a former justice of St. Mary's County and an extensive landowner, was tried for having killed William Price with a sword on October 23, 1668, at Peake's inn. Although it was shown that Peake was drunk at the time of the murder, he was found guilty and sentenced to be hanged. After sentence of death was passed, his request that he might suffer death before his own house where he committed the murder was granted. The murder, the trial, and spectacular execution, have been fully discussed by the editor in a previous volume of the *Archives* (LVII, xxvii-xxviii). There was no evidence recorded which would tend to show whether the suit just referred to played any part in the murder of the attorney by his client. The unsavory record of William Price, the victim, a former indentured servant who had become a landowner and practicing attorney before the Charles County Court, is also discussed (*ibid.* p. xxviii).

#### CLERGYMEN AND CHURCHES

A few notes on the clergymen and churches mentioned in this record may be of interest. Since the establishment of Charles County in 1658 down through the year 1674, when this record closes, three Protestant ministers are known to have officiated in that county. These were Francis Doughtie, John Legatt, and Matthew Hill. Doughtie and Hill are known to have been ordained clergymen of the Church of England who had been evicted for non-conformity from English parishes. Legatt, of whom less is known, was also doubtless of the Church of England. Before the Protestant Revolution of 1689, there were no Church of England parishes established by law in Maryland, nor did the Roman Catholic lord proprietaries have anything to do with the appointment of the Anglican clergy, at this time few in number, who came into the Province. It will be seen in the case of the Rev. Matthew Hill, that he was "elected and chosen by the Protestant Inhabitants" of the locality in which he served (p. 262).

Francis Doughtie had a variegated ministerial career in which, following his eviction in England, he officiated in Congregational churches in Massachusetts, in Dutch Reformed churches in New York, and in a Church of England parish on the Eastern Shore of Virginia; he was also in Rhode Island. After four years in Virginia in Hungars Parish, Accomack, he came to Charles County in 1658, remaining here until early in 1662, when he returned to Virginia to take a parish on the western shore. There he became rector of Rappahannock Parish across the Potomac, where his Puritan leanings, personal weaknesses, and witch-hunting proclivities, got him into difficulties. His wife continued to live in Maryland, and he died in Virginia about 1684 (*Wm. & Mary Coll. Quart.* 1939, 301-2). While in Maryland he had acquired on January 17, 1659/60, the lease on a 200 acre plantation in "the Parish of or hamlet of Pickewaxon in Charles County" from Giles Tompkinson, on which he and his wife Anne, after they had returned to Virginia, assigned their lease, February 9, 1662/3, to Walter Beane, one of the Justices of Charles County (*Arch. Md.* LIII; 396). Just about the time he finally left Virginia, Doughtie, by deed of gift dated

July 16, 1669, conveyed cattle which he owned in Maryland to his Oneal grandchildren, the children of his daughter Mary, who had married as her second husband the Indian fighter, Captain Hugh Oneal (p. 206). These cattle were doubtless on the Oneal plantation. A sketch of Doughtie's colorful career by Louis Dow Scisco has appeared in the *Maryland Historical Magazine* (XXXIII, 1928, 155-162); and further notes on him will be found in the introduction to an earlier volume of the *Archives* (LIII, xxvi, xxxiv, lii-lv).

John Legett (Legatt) followed Doughtie as minister in Charles County. Nothing has been learned of his English antecedents, nor do the Maryland records indicate whether he had leanings towards non-conformity or Puritanism, as had Doughtie and Hill. The first mention of him by name was on November 18, 1662, when he appears as a witness to a Charles County letter of attorney (*Arch. Md.* LIII; 270), but it is quite possible, however, that Legett was in Charles County earlier in this year. At the March, 1661/2 court, Edmund Lindsay sued for, and recovered from, a certain William Hills one hundred and fifty pounds of tobacco which Hills had promised some time before to pay to Lindsay as churchwarden for the minister (unnamed) and for the building of a church (*ibid.* 192). This was doubtless the new minister, Legett, as it is unlikely that the retiring parson, Doughtie, would have been interested in the new venture of building a church. The location of this church will be referred to later. On March 17, 1662/3, Legett purchased from Thomas Carvill a plantation of four hundred acres, called "Smootly", on the west side of Wicomico River (*ibid.* 345). At about the same date, at the March, 1662/3, court, he was charged by the Portuguese Jew, Jacob (John) Lumbrozo of unsavory record, with having married certain servants without license, but was found not guilty by the court (*Arch. Md.* XLIX; 84-85). A suit in Chancery, heard in May 1675, shows that Legett died March 7, 1663/4, without issue, and that because of a defect in the title his plantation was escheat to the Proprietary. The court ordered that one third of it be reserved for the use of his widow Bridgett for life (*Arch. Md.* LI, 147-8, 480-483). In 1674 she was sued by her husband's clerical successor, the Rev. Matthew Hill, for refusing to return certain cattle to him (pp. 505-506). A suit heard at the March, 1669/70, court, to be referred to more fully later, indicates that Bridgett Legett when she married the Reverend John Leggett was the widow of William Hungerford of Charles County, who had died some time previous to October, 1662; and that she had a Hungerford son, a "youth" of the same name as his father, who was being taught to "write & Cast Accts" by Nehemiah Blakiston (pp. xlii, 247).

There was an interval between 1665 and 1669, the latter being the date when Hill came to Charles County, when there was apparently no Protestant minister in this county. At the November, 1665, court, when a woman living with Giles Tompkinson was charged with bastardy, Tompkinson declared in court that he was the father of the child with which she was then pregnant, and "that his marriage was as good as possibly it Could bee maed by the Protestants hee beeing one becaus that befor that time and euer since thear hath not bin a protestant Minister in the Prouince and that to Matrimony is only nessessary the

parties Consent and Publication thearof befor a Lawfull Churchman and for their Consents it is Apparent and for the worlds Satisfaction thay hear publish them selues Man and wife till death them doe part" (*Arch. Md.* LIII; 599). As no action by the court is recorded, the marriage was doubtless recognized as valid under the common law.

The Rev. Matthew Hill appears four years later, to have followed John Legett as the minister in Charles County. There are not many references to Hill in the Maryland records. He is said to have come to Charles County in 1669. It must have been very soon after his arrival that he married Edith Beane, the daughter of Walter Beane, one of the justices of Charles County, who, in his will dated April 20, 1670, names his daughter Edith as then the wife of Matthew Hill. On July 2, 1670, William Marshall of Piquasquo, Charles County, a former justice of that county and a prominent planter, recorded an interesting deed of gift of cattle. This recites that, on account of his good will and the pious affection he bears to the people of Charles County and particularly to the Protestant minister and inhabitants of Charles County, he gives "all the cattle [ear-marked in a designated way] . . . Commonly called th<sup>e</sup> Church Cattle . . . in th<sup>e</sup> p<sup>r</sup>sent Custody of Francis Pope & Bridget Legatt to th<sup>e</sup> number of thirty . . . for the use of the Minister for th<sup>e</sup> time being elected & chosen by th<sup>e</sup> Protestant inhabitants." A fat steer was given to Minister Hill personally. The remaining cattle were given in trust to three overseers, "M<sup>r</sup> Mathew Hill M<sup>r</sup> Humph. Warren of Hattons Point & M<sup>r</sup> John Bowles att Pickywaxen" . . . "for the use & benefits of th<sup>e</sup> poor or indigent Inhabitants", living between the Wicomico and the Potomac rivers "from John Coates now dwelling plantation on Wicocomoco side & from Thomas Bakers now dwelling plantation on Potomack side downe wards th<sup>e</sup> neck as farr as th<sup>e</sup> point Commonly called Cobe-point [Cob Point]." Numerous restrictions and conditions were imposed upon the trustees (pp. 262-264).

Little has been learned about Matthew Hill's activities while minister of Charles County, but from what follows it appears that he had his difficulties during the ten years he was here. Perhaps it was leanings towards Puritanism that got him in difficulties with his congregation. It appears from what follows that Hill had an interesting, if stormy, clerical career in England before crossing the Atlantic. As no reference to his English career is to be found in any Maryland published record, it is worth noting here that the following sketch of his life appeared in Edmund Calamy's *Nonconformist's Memorial*, the second edition of which was published in London in 1803 (Vol. III, pp. 471-472). From this, and from John Venn's *Alumni Cantabrigienses*; London, 1922-1927, (Part I, Vol. II, p. 372), we learn that Matthew Hill, the son of Matthew Hill of York, attended school in York and was admitted in 1649 at the age of sixteen to Magdalene College, Cambridge, where he received his B.A. degree in 1652-1653, and his M.A. in 1656. He was "solemnly ordained" and became a preacher at Healough, Yorkshire, and later at Thirsk, Yorkshire, during the Commonwealth. He was ejected from Thirsk in 1662 after the restoration of Charles II, on account of his non-conformity. His struggles for a livelihood after his ejection are recited in some detail; but he is said to

have refused to conform as offensive to his conscience. For a while he had a chaplainship at Gatten near London. Apparently on account of bad health, he went to the West Indies, carrying nothing with him but a "few cloaths, a Bible a Concordance, and a small parcell of MSS." "He fixed at Charles County, Maryland, in 1669, where a brighter scene began to open, and he had a prospect of considerable usefulness in the ministry, and of a good advantage by his labours in temporal respects. But new troubles afterwards arose, which greatly disappointed his hopes." What these troubles were, we are not told; nor anything further about his life in America, nor the date of his death. He is described by Calamy as a man of ready abilities, a good scholar, a serious, warm, and lively preacher, and of a free and generous spirit.

On May 1, 1672, Hill patented a tract of 400 acres of land in Portobacco Hundred, Charles County, under the name Poppleton", named by him for a parish and hamlet on the outskirts of his native city, York. (Patent Record Liber No. 16, folio 598; Land Office, Annapolis). The last references as yet found to Matthew Hill in Charles County were in the years 1673 and 1674. At the August, 1673, court, Hill sued Bridgett Legett, the widow of John Legett his predecessor as the minister of Charles County, for harboring a cow and calf belonging to him. These the court ordered her to return to Hill (pp. 505-506). She had doubtless had the cattle at the 400 acre plantation which her husband, John Legett, had purchased on March 17, 1662/3, on the north side of Wicomico River, adjoining the lands of John Hatch and John Courts (*Arch. Md.* LIII; 343-345). A month later, in September, 1673, Hill, now described as "clerk", was reported sick (p. 508). His last appearance in these records was in a suit heard at the January, 1673-4, court, for a wedding fee. The evidence showed that he had waited five years before suing Robert Cady for 100 pounds of tobacco for marrying him in 1669 to his wife Elizabeth, but the court awarded him his fee and the costs of suit. He died in 1679. His wife, Edith Beane, may not have survived him for, on October 7, 1679, Henry Bonner requested the Probate Court to appoint Eleanor Beane, the mother of Hill's wife Edith, the administratrix of his estate.

The name of Henry Warren (alias Pelham), the Jesuit priest, whose activities have been referred to in a previous volume of the *Archives* (LVII, liv-lv), appears twice in this record. After the death of a certain George Manwaring of Charles County, his plantation overseer, Alexander Sennet, petitioned the court to order the administrators, Henry Adams and Thomas Mathews, both prominent Catholics and both justices, to pay him 1570 pounds of tobacco which the books and accounts of the deceased showed were due him. This was ordered at the August, 1672, court, after a certificate by "Mr. Henry Warren", dated March 9, 1672, was presented, declaring that "Mr. George Manwaring on his death bead" had acknowledged this indebtedness to Sennet (p. 399). In a case involving a runaway servant boy heard at the September, 1674, court, a witness refers to "M<sup>r</sup> Henry Warrens Overseer" (p. 582).

The single mention of a church in this court record is to be found in the evidence of a certain Matthew Saunders, a witness in a suit involving an exchange of cattle, heard at the September, 1674, court, who deposed that, as he



and "Francis Goodricke, on a Sunday came from Church they called at William Boydens at Mr. Rozers Indian Fields" (p. 585). Rozer was an extensive landowner but a tract named "Indian Fields", owned by him, cannot be identified or located. It is believed that this was the church built about 1662 when the Rev. John Legett was the Charles County minister, and as the Charter of Maryland forbade the erection of any but *Anglican churches*, Catholics and dissenters worshipped in private chapels or houses. This church where Legett officiated was located on a tract, patented July 22, 1662, by Edmund Lindsay, the innkeeper and planter, which he sold February 10, 1662/3, reserving the one acre "which formerly hee had given the Church . . . which the Church now standeth on" (*Arch. Md.* LIII, liv, 327-328). This land is located on the north side of the Potomac River on the easternmost branch of Nangemy (Avon) Creek, in Portobacco Hundred, probably not far distant from the town of Portobacco (Charles County, Rent Roll, MSS, Md. Hist. Soc.). In 1684 a port of entry was described as "at the head of Portobacco Creek near the church there" (*Arch. Md.* XIII; 112). If there was an earlier church in Charles County than that built for John Legett, it cannot be located.

#### PHYSICIANS, CHIRURGEONS, AND APOTHECARIES

Physicians, chirurgeons, and medical matters, are frequently mentioned in these court proceedings. For apparently the first time in a Maryland record we find mention here of an *apothecary*. It is most unlikely that any of the physicians or chirurgeons mentioned had training other than perhaps apprenticeship under some other practitioner. Their occupation is usually revealed in suits for "attendance and physick" against slow paying patients, or when their names appear in land conveyances to which they were parties. In some cases paupers, who had become charges of the counties, were consigned by the court to the care of a man whose pay might, or might not, be conditional on a "cure." Suits for "physick" were also filed by persons who did not pretend to be practitioners; in one instance by one of the leading county justices. The apothecary referred to above is also called physician.

Edward Maddocks (Maddox), who was between twenty-three and twenty-six years old when he is first referred to in this record, appears frequently and variously as a "Phisiçon", "Chirurgion", and "Apothecary." The justices at the November, 1669, court, agreed to pay Maddocks 800 pounds of tobacco out of the county levy for the care for six months of Lucy Good, suffering from a "Lame Legg", with the proviso that "if he Cure th<sup>e</sup> s<sup>d</sup> Lucy of her Lameness he is also allowed one years service from th<sup>e</sup> s<sup>d</sup> Lucy", who was doubtless a broken down indentured servant whose master had thrown her upon public charity (pp. 230, 248). A little later Maddocks got judgment for the sum of 240 pounds for having attended Samuel Price whom he at various times had bled, cupped, purged and given a "Cordiall Bolus" (p. 260). He also sued Edmund Lindsay, the innkeeper, and was awarded 980 pounds for attendance and physicks administered to his wife and children; pills, "playsters", "cordiall julep", "Cordiall Electuary", and a "purging apozem for yo<sup>r</sup> Wife", were listed as having been supplied (p. 246). As the grantor of land in 1672

he appears as "Physiçon"; in 1674 as grantee of a tract on the Anacostine River as "Apothecary", and again later in 1672 as apothecary (pp. 407, 532, 597). At this period the Potomac above the entrance of Saint Isidore's Creek (now known as the Anacostia River) was called the Anacostin River (*Maryland Historical Magazine*, 1933, pp. 134-5).

John Lemaire (De Le Maire) appears in 1673 as chirurgion in a deed in which he conveys land on Portobacco Creek (pp. 454, 456). He was a native of Anjou, France, and was naturalized in 1674 (*Arch. Md.* II; 400-402). In 1674 the court gave him the custody and care of William Sparke, "a lame man"; if he make a perfect cure he was to receive 2000 pounds of tobacco out of the public levy, and if Sparke remained sound one whole year longer another 1000 pounds; but if the patient died within a half year only 1000 pounds was to be paid him (p. 563). Charles Gregory, in a petition to the March, 1673, court, describes himself as "Chirurgion." The court had placed in his care "a poore distressed lame Man . . . being ulcerated of both his leggs the w<sup>ch</sup> your Petiçoner tooke in cure and used his intençons and industry to cure both by external & internall medecines." As the man was now "almost cured", Gregory requested the court to award the allowance of 1000 pounds of tobacco provided for in the levy, and promised that he would continue the cure for another year. The court granted the petition (p. 546). Robert Perce, "Chyrurgion", at the January, 1669/70, court, sues and recovers from George Thompson, a former clerk of the court, a debt of 3200 pounds of tobacco, but whether for professional services or not, is not stated (p. 232).

Nicholas Solbey appears in active practice in Charles County until his death, which took place late in 1673. He is referred to in the testamentary records as "chirurgion." We know of him through several suits entered by him before his death against slow paying patients, and also through those filed by his administrator, John Allen the sheriff, after his death. One of these was against Henry Bonner, the recently deposed court clerk, from whom he recovered 724 pounds of tobacco for bleeding, attendance, and visits, and for supplying "oyntment" for his leg and "plaisters" and purging powders, as well as medicaments for members of his family (pp. 334-335). From David Steward he received 660 pounds of tobacco for attendance and physick; to whom, in addition to "bleeding" and purging, he had administered "Epis pasticks to neck & wrists", a "Bottle of Aperitive Julep", a "purging Glister", "Spirit of vitrioll oyle of Anisseeds methridate deascordiu" (pp. 367-368). After Solbey's death his administrator, John Allen, had writs issued against nineteen persons, named in the record, presumably for debts due Solbey for professional services, as the three which came up for trial before this record ends were all for "parcells of physick" (pp. 573, 603-604).

A certain Miles Chaffe, the master of John Meredith, sued the administrator of the estate of Francis Bullock to collect the large sum of 2999 pounds of tobacco "for severall potions of physick & attendance administered to Bullock by Meredith, servant" of Chaffe (pp. 325-326). Chaffe also sued Robert Rowlands for physick administered to the latter's family by his servant Meredith. The cases were nonsuited because a *quietus est*, previously granted the ad-

ministrator, rendered the estate immune to suit (p. 326). Had more than 2999 pounds of tobacco been claimed by Chafe, action could not have been brought in a county court, the Provincial Court having jurisdiction where the sum involved was 3000 pounds of tobacco and upwards. There were three other litigants who sued to collect payment for varying amounts of physick, without indication as to whether or not medical attention was also involved. One of these was entered by no less a person than James Lindsay, one of the justices (p. 110). The administrator of the estate of Samuel Burford successfully sued Henry Moore, who was a carpenter, for 1280 pounds of tobacco for physick administered by Burford to Moore (p. 264). As the result of a petition to the Upper House of Assembly by Alexander Howell, a former servant of Mrs. Elizabeth Weeks, who had been disabled "by a distemper of the numbe Paulsy and shaking of his Joynts, and a lameness in his backe and knees and leggs", the Charles County commissioners were ordered by the Assembly to provide for him (*Arch. Md.* II; 14). The county court record shows that Thomas Gibson agreed to provide for Howell with "sufficient meate, drinke, and Cloaths washing and Lodging at 1400 lbs. [of tobacco] per annum" (pp. 20-21). The Charles County court finally relieved itself of the care of Gibson, when at the March, 1667/8, session, it agreed to pay Absolem Covent, a Bristol merchant, 1000 pounds of tobacco to transport him to England (p. 123). The suit of John Barker against Nicholas Grosse for accommodation "in the tyme of the Def<sup>ts</sup> Sickness" perhaps was only a boarding bill (p. 547).

#### VITAL RECORDS

Charles County was one of the few Maryland counties which lived up to the provisions of the act of the Assembly requiring that records of *births, marriages, and deaths*, be filed with the county clerk and recorded. Or perhaps it would be better to say one of the few counties in which vital records have been preserved, perhaps because they were entered in the body of the court proceedings, and not kept in separate libers which have since been lost. It will be seen from the dates of the court sessions at which the vital records were entered, that the events recorded had often long preceded the date of their entry in the record book. The births of a number of children in one family were not infrequently entered at the same time. For the nine year period there were recorded 60 births, 7 marriages, and 16 deaths. This is obviously a very incomplete record over a nine year period for a community having an average population of about 1800 persons. It is evident that the majority of births, marriages, and deaths were *not* recorded at all. Perhaps the Anglican ministers in Charles County and the Jesuits at Portobacco kept registers which have been lost.

#### INDENTURED SERVANTS

Difficulties between *indentured servants* and their masters occupied more of the attention of the county courts than did any other civil cases except actions for debt. One of the frequent causes of trouble was the attempt of masters to extend the period of service beyond the provisions of the indenture; or, if there

was no written contract, beyond the "customary" seven year time; or on account of extra time claimed when the servant had a record of absence from having "run away." Disputes were perhaps most frequent when servants had passed by assignment from one master to another. Freedom was also sought on grounds of cruelty. There were numerous suits of masters of runaway servants against other householders for harboring runaways without notifying their masters. In the case of a girl with a runaway record, juries were not prone to allow the "runaway time" to be added to her term of service, if she had been severely whipped each time she had run away. The usual, or "customary", period of indentured service was seven years unless the indenture specifically provided a different term, or servitude had begun in childhood, when it was ordinarily extended until majority. The relations between masters and servants, as brought out by the court records of this period, have already been quite fully discussed in an earlier volume of the *Archives* (LIII, xxxi-xxxiv).

It was customary at court sessions, under the act of 1661, to have the ages of recently acquired servants who were under age determined in open court and made a matter of record. During the nine year period covered by this record 181 servants in all had their ages thus adjudged by the Charles County Court. The purpose of this was to prevent future disputes as to when the term of service had expired and a servant had become free. There are some instances of this recorded for the nine year period covered by this record. Whether the relatively fewer whippings ordered by the court during this period, as compared with the record of the preceding nine years, was due to a more humanitarian attitude on the part of the court, or is more apparent than real and due to the failure of the changing and incompetent court clerks to enter such orders in the record, is difficult to decide. That the coroner in one year held three inquests over the bodies of dead servants is not without significance as to the hardships to which they were exposed.

A few examples of suits by servants against masters are illustrative. Japhet Griphyn, a servant, sued his master, John Hatch, a well known planter, for his freedom and for the "customary" allowance of corn and clothing, declaring that his time (seven years) had expired. Hatch said that "he bought th<sup>e</sup> Plaintife . . . for ten yeares but acknowledged he hath noe Indenture to testifie th<sup>e</sup> sale." The purchase had been made on November 23, 1659, soon after the ship he came in had arrived. The case was heard before a jury. Evidence was presented that Griphyn had run away and had been "brought back by hue and crye." Griphyn declared "he went away" because his time had expired, and that he had not "run away." The jury found that Hatch had "noe prooffe th<sup>t</sup> th<sup>e</sup> Plaintife was Servant for 10 yeares; therefore in our Conscience he is free having served as much time as can in equitie be required"; and further found that he ought to have his corn and clothes without the advantage to his master "by absence [as a runaway] of service in the seaven years legallie proved" (pp. 46-47). In an action for freedom by a servant, David Ralston, against his master, Daniel Johnson, at the September, 1667, court, Ralston demanded £10 sterling as well as "one good Cloth Suit of Kersey a Shift of White Linnen, one new paire of Stockins and Shoes, two hoes and an Axe" as the consideration

provided in his indenture, dated July 27, 1663, calling for a four year term of service. The master claimed additional time because, he said, there was due to him two months and seven days time when Ralston had been a runaway from a former master. The jury gave him his freedom, not only because he had, since his indenture had expired, already served more time than the additional runaway time claimed, but also because Johnson had not entered suit in time to entitle him to the benefit of the act of Assembly under which he sued. The jury, however, found that Johnson could elect either to give corn and clothes, or £10 sterling, as he pleased, but that both could not be claimed by Ralston. Costs were assessed by the court against the master. Johnson then entered an appeal to the Provincial Court, but the county court ordered that Ralston be free unless Johnson prosecuted his appeal (pp. 108-110). The Provincial Court proceedings do not show that Johnson ever prosecuted an appeal.

The court, all the members of which doubtless had indentured servants on their plantations or in their households, seems to have felt that certain attorneys were responsible for unwarranted suits for freedom brought against masters. At the March, 1673, court, it was ordered that "Whereas sevall Attorneyes have undertaken to mañage Serv<sup>ts</sup> Causes ags<sup>t</sup> their Maisters & M<sup>rs</sup> to th<sup>e</sup> M<sup>rs</sup> & M<sup>rss</sup> greate charge & damage It is ordered that no pson Act as Attorney for any Serv<sup>t</sup> hereafter, But such as the Court shall appointe" (p. 496). Whether this was really a lawyers' racket as the justices felt, or whether as holders of indentured servants they feared that their rights were being undermined, is left to the reader to decide. As will be seen, certain planters seem to have been dealers in servants. In two instances servants were given by their masters in exchange for land (pp. 147, 169). A number of servants with foreign names, especially Dutch, appear on the record.

There are a number of suits for damages by masters against other householders for having harbored runaway servants, brought under the provisions of the act of 1671. Under this law the harborer not only was obliged to pay damages to the master, but also a fine to the Lord Proprietary and a reward to the informer. One suspects that stories, often only too true, of masters' cruelty to servants influenced humane "entertainers" in harboring the runaways. Captain Hugh Oneal at the March, 1672/3, court, recovered from John Morris and Hugh French 400 pounds of tobacco damages and 1020 pounds for costs of suit, for entertaining for several weeks and refusing to return to her master, Rachell Cooke, Oneal's maid servant. No testimony is recorded, but 400 pounds damages and costs were awarded to the owner (p. 495). One wonders whether this was a bachelor's establishment and Rachell a comely lass. John Courts, at the August, 1674, court, entered suit against John Hartwell for himself and on "behalf of the Lord Proprietary". It was shown that Hartwell had entertained a runaway man servant at his Portobacco plantation for four days. He was fined 1500 pounds of tobacco, 500 pounds a day for three of the days, one-half to go to the master and one-half to the Lord Proprietary (pp. 581-582). At the June, 1673, court, Alexander Smith sued a servant's former owner, no less a person than John Allen, the then sheriff of Charles County, who had sold him a servant with five years' time to serve, whom the court had set free

before he had served four years. Allen's agreement "to make good" a service of five years was filed in court; the court awarded Smith 1500 pounds of tobacco for the seventeen months' service which he had paid for, but which had not been rendered. In the agreement for purchase, dated February 28, 1669/70, Allen, the defendant, was therein described as "Jn<sup>o</sup> Allen of London Merch" (p. 504). This shows that the sheriff was a very recent arrival in the Province. Several releases from service are recorded. Thus, at the August, 1674, court, Kelham Magloughlin in open court freed George Spicer from any further service due him (p. 573). Some of these releases were doubtless expressions of good will on the part of masters to deserving servants; or in some cases servants may have been released who were not worth their keep.

An especially shady transaction is revealed in the suit of Thomas Damer, a servant, against his master John Cage, at the March, 1673, court. Cage had purchased Damer through Humphrey Warren, acting as the factor for an English merchant. Warren, a prominent planter, was, as will be shown later, also a dealer in indentured servants, and had been a former member of the court. Damer had, on August 1, 1668, indentured himself in England for four years to Thomas Tolson, a London merchant. It was shown that Warren, Tolson's factor in Maryland, had erased Damer's name in the indenture and substituted for his name that of another servant sold at the same time, leaving Damer without any written record of his four year indenture, and therefore liable, as a servant without an indenture contract, to serve the "customary" seven year term. A jury granted Damer his freedom, but the record does not disclose whether Warren was held responsible for the fraud (p. 492). At the June, 1673, court, Edward Typton, a servant of Warren's, doubtless urged on by Damer's success in gaining his freedom, petitioned the court, asserting that he had already served his full term, and asked that he be given his freedom. No details are given, but the court decided that his time had not yet expired (p. 502). A case which had come up a few years before, at the April, 1669, court, in which both Cage and Warren were also involved, shows Warren as an importer, or factor, for the sale of servants. Cage in this suit against Warren declared that he had provided board and lodging for eight of Warren's servants, obviously upon their arrival, for several weeks in the winter and spring of 1669, and that Warren had refused to pay him. Cage asked the court to order the payment to him of such an amount "as to them seem meet." For reasons not given in the record, possibly because there was no written contract, the court refused and nonsuited Cage (pp. 189-190).

Two cases were heard involving great cruelty to servants. At the January, 1669-70, court, Nicholas Emanson [Emerson], the innkeeper, brought suit to compel his servant, Elizabeth Hasell, who had run away several times, and, it was said, had not received "any correction", to serve, as provided for in the act of 1671, the additional time during which she had been absent. Elizabeth asked for a jury trial. Six witnesses swore that they had seen her severely beaten by her mistress. One deposed that "she beat her & putt her in irons"; another that she "tyed her to her bed post & whipped her"; another that her mistress said that she had beat her for stealing a clout, and "that there was a puddle of

blood in the room & great wounds in her back"; another witness that he had seen her whipped and put in irons. The jury found for Elizabeth, and the court gave judgment for freedom and costs of 420 pounds of tobacco to be paid by Emanson (pp. 234-235). The legal point seems to have been that had she been whipped for running away, the time in which she was absent would not have been added to her original term of service, but if she had been whipped for other offences, runaway time might have been added. In another case involving cruelty to a maid servant, Jonathan Marler, the master, sued a neighbor, Thomas Hays. Marler declared that Hays, at the plaintiff's plantation "with one how [hoe] helve did Strike and beat a Serv<sup>t</sup> of him the said Jonathan named Eliz<sup>a</sup> Thompson . . . down to the Ground w<sup>th</sup> his foote and Shoe did kick her Soe th<sup>t</sup> he lamed her and Caused her legg w<sup>th</sup> the Bruise to Swell and afterwards break out into a Soare." Marler asked damages of 500 pounds of tobacco and payment to a "Chyrurgeon for the Cure of the said legg" as Elizabeth had become incapable of service. The court, doubtless because the chirurgeon, John Lemaire, testified that Elizabeth had told him "that th<sup>e</sup> sore bread of it Selfe", ordered a nonsuit with costs to the plaintiff (pp. 432-433).

At the June, 1669, court, two servants, unnamed, were presented to the court as having run away, and were ordered, respectively, twelve and ten lashes. One of these was presented by Nicholas Emanson, the innkeeper, who figured in the case of cruelty towards a servant, as just narrated; the other was presented by John Caen. No details are given; they were doubtless both runaways (p. 196). They were perhaps brought before the court for sentence, so that, if ordered by the court to be whipped as runaways, their lost time might later be added to their specified indenture time of service.

Instances are recorded where very young children were bound out until they became of age. At the June, 1673, court, Peter Macknemillion (Mackmillion), the young son of George Macknemillion who had married Grace Carr (p. 221), was bound out to Peter Carr, his "godfather," until he came of age, and provision was made for the care of the father's estate (p. 497). It is of interest that Peter Carr, who died in 1683, left a legacy to Peter. In two instances land was exchanged for a servant. John Lambert, a planter, on March 10, 1667/8, deeded to another planter, John Godshall, one hundred acres called "Hog Quarter" on the east side of Nangemy Creek, the consideration being a servant named Thomas Porch, for which consideration Lambert "doth Acknowledge himselfe Satisfied Contented" (pp. 147-148). Thomas Stone and his brother, John Stone on August 8, 1668, conveyed to Thomas King 500 acres on Nangemy Creek, the consideration being two servants and 7000 pounds of tobacco (p. 169).

#### LAND

*Deeds for land* in the several counties might be recorded, according to the choice of the purchaser, either in the Provincial Court at St. Mary's, or in the court of the county in which the land was located. Nonresidents usually made use of the Provincial Court, while residents of a county nearly always had their deeds enrolled in that county. A very large proportion of all deeds and other land records were recorded in the counties.

There were, during the 1666-1674 period, 177 conveyances of land recorded in the Charles County Court. In bulk these conveyances comprise nearly half, 303 pages, of this volume of 617 pages. The General Assembly at the March-April, 1674, session, passed an act requiring that all conveyances of land to be valid be recorded as explained in the preceding paragraph (*Arch. Md.* II; 305-308). A somewhat similar act, passed in 1663, does not seem to have been sufficiently stringent to have effected the purpose for which it was intended (*ibid.* I; 487-488). In the early years following the settlement, the usual method of conveyance was by assignment on the back of the original patent, which then passed from hand to hand. This method of conveyance was, of course, impossible after the land originally patented was divided up and portions sold to different purchasers. Conveyance by "indenture" or deed, had, as a matter of fact, become the usual method of transfer before the act of 1671 was passed. We find, however, in the case of a few tracts recorded in this volume, that such assignments are noted as being on the back of the patent. It was, of course, also to the interest of the Lord Proprietary that he should have a record of all land conveyances, so as to insure the payment to him of his alienation fee, which was equivalent in amount to a year's quit rent. Thus, at the August, 1666, court, five recent purchasers of land appeared before the court and "acknowledgeth a years Rent dew [to the Lord Proprietary] for an allienation" upon the land purchased (p. 30).

In form most of the deeds are lengthy, with the repetitious verbiage of that day, averaging nearly one thousand words, or about two printed pages of this volume. The longer the deed, the higher was the clerk's fee for recording, and doubtless the larger the fee paid to the attorney or conveyancer for drawing it up. Some thirty-five, or nearly one in every six, of the deeds conclude with the phrase that the deed to the purchaser was delivered "with livery and seizin by turfe and twigge"; in one instance "by the delivery of twelve pence" (p. 302); and in several instances "by seizin" alone. But in general, the feudal custom of delivery of possession by livery of seizin with "turf and twig" became relatively less frequent towards the end of our period, and acknowledgement of the conveyance in open court was the usual attestation of its validity. Attempts to ascribe the old feudal terminology "with turf and twig" to any particular lawyers in Charles County have not been successful.

There was a steady increase annually in the number of land transfers, those recorded in 1674 being almost double the number in the years 1666 or 1667. This increase went hand in hand with the opening up of lands further up the Potomac, on Nangemy (or Avon) Creek, and in the Portobacco and the Zachia neighborhoods. Land prices would also appear to have been rising. Several of the larger transactions involved payments of as much as 12,000 to 20,000 pounds of tobacco for plantations of 250 to 300 acres or even less (pp. 37, 85, 97, 384, 425, 454). One plantation of 162 acres at Portobacco brought 30,000 pounds. There were a few land transactions as far up the Potomac as the present District of Columbia line (pp. 3, 110, 424, 486, 533). The main or west branch of the Potomac was at this date called the Anacostin River and the deeds thus designated it. What is now the Anacostia River was then known as Saint Isidore's Creek (*Md. Hist. Mag.*, xxxiii, 1938, pp. 134-5).



Twelve *leases*, some of considerable interest, are recorded. Three, feudal in terms and phrase, are for manor lands (pp. 29, 51-52, 265). On February 23, 1668/9, Edmund Lindsay, planter, innkeeper, and gentleman, as he was variously called, assigned to Benjamin Rozer a lease of 1,000 acres of manor land lying in Charles County, which Cecilius Calvert, the second Lord Proprietary, had first leased in January, 1663/4, for twenty-one years to "Isaac Allerton Gent<sup>t</sup> and Dame Elizabeth his Wife relict and Admin<sup>trix</sup> of Simon Overzee late of St<sup>t</sup> John in the County of St<sup>t</sup> Maries", in consideration of Dame Elizabeth relinquishing certain of her dower rights in other Overzee lands. The annual rent, payable semi-annually at the Annunciation of the Virgin and at the feast of St. Michael the Archangel, was to be one pound sterling or its equivalent, in addition to Allerton's planting orchards of a specified number of apple and pear trees, and building and keeping in repair certain houses, barns, and stables (pp. 265-6). Allerton, now described as of Northumberland County, Virginia, three years later on March 18, 1666/7, assigned his lease to Edmund Lindsay on condition that the latter carry out all the terms of the lease (pp. 266-7). And, on February 3, 1668/9, Lindsay, for the consideration of 10,000 pounds of tobacco, reassigned the lease for the remaining years of its life to Benjamin Rozer (p. 267). On August 8, 1674, Thomas Allanton, gentleman, leased to Gerard Browne, planter, both of Charles County, 100 acres of his Christian Temple Manor lying on the south side of Mattawoman or St. Thomas Creek. The duration of the lease was "forever", and the terms a yearly rent of "the sume of foure shillings sterling or the value thereof in vendable Comodities of the Countey & on year of Indian corn" (p. 571-2). John Lewger of Charles County, gentleman, the former Provincial Secretary, and his wife Martha, on August 13, 1666, leased "forever" to John Wright of Maryland, gentleman, for the consideration of £50 sterling owing and due by Wright to Lewger, a tract of 150 acres, being a certain part of Lewger's manor of 1000 acres on St. Elizabeth's Branch upon which Wright now dwells; the amount of the rent to be one Roasting Pige and too Capons", payable upon the fourth day of December at "the mannor hows of the said Mannor" (pp. 28-30).

Walter Beane, a justice, and his wife Elizabeth, on June 9, 1666, leased "forever" to James Walker, both of Charles County, a tract (unnamed) of 200 acres on the south side of Wicomico River, with houses, orchards, etc., upon it. The land is described as formerly owned by Walker and as having been sold by him to Christopher Carnell, deceased, and since owned by several others until it was conveyed by Mr. Francis Doughtie "laet Minister to this County" to Walter Beane, the now lessor; the annual rent to be four shillings of good current English money, or its equivalent in goods or commodities (pp. 14-16). Another lease, of an acre of land and the spring upon it, was recorded September 3, 1673, by John Jarbo, gentleman, of St. Mary's County, to Thomas Baker of Charles County. This spring was on an acre of land which Jarbo had reserved when he sold 299 acres of a 300 acre tract of which the one acre was a part, to John Nevill, who subsequently sold his 299 acres to Baker, who now lives upon it near the said spring. No consideration is mentioned in the deed, but the annual rent was to be "one Eare of Sund Indian Corne" (pp.

499-500). This is the same tract for which the Charles County Court at its June, 1658, session, had ordered Nevill to give a new deed to Baker, as the original deed was "righttin with pouder inke" which had faded, and could "not now bee red" (*Arch. Md.* LIII; 5-6).

#### NEHEMIAH BLAKISTON

The name of *Nehemiah Blakiston* (d. 1693), a younger son of John Blakiston of Newcastle, one of the regicide judges at the trial of Charles I, and a man later very prominent in Maryland affairs, occurs in the record in a curious way. At the March, 1674, court, Bridgett Legett, the widow of John Legett, the former Charles County minister, sued Thomas Lomax for 2000 pounds of tobacco, which she declared was due her for accommodations, meat, and drink which she had furnished to Nehemiah Blakiston for twenty months in the years 1669 and 1670. Young Blakiston seems to have come to Maryland early in 1668 with his uncle George Blakiston, sheriff of Durham, England, who settled in St. Mary's County. Nehemiah was probably, at the time of his arrival, in his early twenties. He later became colonel, Chief Justice of the Provincial Court, Chancellor, a member of the Council, and collector of customs for Potomac and Wicomico Rivers. Bridgett Legett's suit against Thomas Lomax came up at the March 1673/4, court. She declared that Lomax had failed to keep his promise to pay her for Blakiston's board what he had agreed. After it was shown that the latter had himself already paid her 800 pounds of tobacco, judgment was given against Lomax for the remaining 1200 pounds (pp. 547-8). Blakiston may not yet have fully gotten on his feet in Maryland when this suit came up and may have been befriended by Lomax. The connection between them, if any, is not known. They both lived in St. Mary's County, A sketch of the Blakiston family will be found in the *Maryland Historical Magazine* (II, 56-58).

Another suit in which both Nehemiah Blakiston and Mrs. John Legett appear, came before the March, 1669/70, court. William Smoot, a large landowner, who owned land which the Rev. John Legett had purchased, sued a certain Thomas Thorowgood, to whom he said he had given a boat, a cow, and a heifer, to teach a youth, William Hungerford, the son of Mrs. Legett, how "to write & Cast Accts.", and that Thorowgood had gone away and failed to do so. The latter denied that he had made such a bargain, either with Smoot or with Mrs. Legett, the youth's mother, and declared that while he was away Mr. Blakiston had taught him; the court granted a nonsuit (p. 247; *Arch. Md.* LIII, 251, 599). This indicates that Mrs. Bridgett Legett was the widow of William Hungerford, Sr., when she married John Legett, and that she had a son William Hungerford, Jr.

#### JACOB LUMBROZO

In the introduction to a previous volume of the *Archives* (LIII, 1-li), there has been sketched the unsavory record of the Portuguese Jew, *Jacob (John) Lumbrozo* of Charles County, who appears variously as physician, attorney,

innkeeper, storekeeper, and planter, and in the criminal records as charged with blasphemy, abortion, attempted rape, and with being a receiver of stolen goods. At the November, 1665, session he was presented to the court by Thomas Alcocks, planter and carpenter, charged with having received the goods stolen from Alcocks' house when the latter's wife and children were murdered by Indians and his household goods carried away by them. Lumbrozo was turned over by the Charles County Court to the sheriff for trial at the next Provincial Court. The case did not come up before the Provincial Court, however, and the explanation of why it did not, is disclosed by an entry in this volume. At the August, 1667, Charles County Court, a suit was filed by Thomas Alcocks against John Robinson, administrator of the estate of John Lumbrozo, who was then dead. The evidence shows that on November 16, 1665, the same day that his case had been ordered sent up to the Provincial Court, Lumbrozo and Alcocks referred their disputes to arbitration, and that they "chose us William Calvert and Zachary Wade gent. to determine all business between them." Each litigant bonded himself for 10,000 pounds of tobacco "to stand to our award", concerning the differences between them, viz.: "for the s<sup>d</sup> Lumbrozo's having in his custody severall of the s<sup>d</sup> Alcocks goods taken out of his house" when his wife and child were murdered. Calvert and Wade awarded Alcocks 900 pounds of tobacco, and the court ordered Lumbrozo's administrator to make payment of this amount (pp. 92-93). At the same court two other suits for small debts against Lumbrozo's estate were heard and decided (pp. 93-94). The record also shows that Lumbrozo had a son born after the father's death and after his widow's remarriage: "John Lumbrozo Sonne of John Lumbrozo dec<sup>d</sup> was Born in th<sup>e</sup> monthe of June Anno Dni 1666" (p. 130). It may be recalled that at the July, 1663, court, Lumbrozo and his maid servant Elizabeth Wilde had been presented for having brought on an abortion upon her, she charging him with responsibility for her pregnancy, and that he saved himself by marrying her, thus disqualifying her from appearing as a witness against him (*Arch. Md.* LIII, 1-li). Lumbrozo died late in 1665, or early in 1666. His widow Elizabeth lost no time in marrying a second husband, John Browne, a well-to-do Charles County planter, as she, under the name Elizabeth Browne, took out letters of administration upon Lumbrozo's estate May 25, 1666, the month before her son by Lumbrozo was born. A suit for debt heard at the November 27, 1666, court, shows that she was then again a widow (p. 48). Letters of administration upon John Browne's estate were granted to his brother Gerard Browne, January 19, 1666/7.

#### COUNTY TAX LEVIES

The annual *county tax levies* were fixed by the court, usually at a special session held towards the close of the year. The total county expenses for the year were then determined, and this figure divided by the number of taxables fixed the amount of the tax in pounds of tobacco imposed upon each taxable. These lists of county expenses show, among other items, the expenses of transmitting the county burgesses to and from St. Mary's City, the salary of the sheriff for collecting the levies, grand jury expenses, payments to the

coroner for holding inquests upon those dead by misadventure, room rent in houses or inns where court was held, bridge construction, board and care in private homes of the poor, the sick, and the infirm, and the care of orphan infants, bounties for wolves' heads, the custody of the standards of weights and measures, powder and shot for public defense, moving the stocks and pillory, the cost of building the court house and prison, and various other items. The levies for the years 1666, 1669, 1671, 1672, and 1674, are to be found recorded (pp. 40, 229, 347-348, 431, 586-587); the failure to enter the levies for 1667, 1668, and 1673, was doubtless due to unsettled conditions in the clerk's office during these years. The figures for the number of taxables for the five years entered are: 1666—548; 1669—668; 1671—736; 1672—722; 1674—783. A rough estimate of the total population of Charles County in 1665, based on the increases in the number of taxables, is 1500; the population in 1674 appears to have increased to about 2100. It may be added that there were as yet very few negroes in the Province. There is only one mention of a negro slave in this nine year record (p. 134).

Some of the more important items to be found in the levies may be summarized. The levy for 1671 shows that Edmund Lindsay (Lendsey), the Portobacco innkeeper and planter, was paid 1000 pounds of tobacco "for the trouble of his house for keeping the court" (pp. 347-348); and the following year Benjamin Rozer, the sheriff, received 450 pounds "while court was kept at his house" (p. 431). Where the court was held in other years is not disclosed. After 1674 the court sessions were doubtless held in the new court house. In the year 1671, Ignatius Causine, the coroner, received 750 pounds of tobacco as his fee for holding "three inquests upon the death of Servants" (pp. 347-348). The 1672 levy shows that 10,000 pounds of tobacco was provided to build a court house (p. 341), but this was not then carried out as a later record tells us that a court house was provided for under a different appropriation. The 1674 levy provided 20,000 pounds of tobacco "for a Ct. House & Prison" (pp. 586-587). The levy for 1669 shows that William Boarman received 3000 pounds of tobacco for making a bridge, and the 1674 levy discloses another payment to him for a bridge, this time 7500 pounds of tobacco (pp. 229, 586, 587). All the levies show payments of bounties for wolves' heads. Down to the year 1671, this bounty was 100 pounds of tobacco for each head, but in October, 1671, the General Assembly increased the bounty to 200 pounds. The number of bounties paid varied year by year from a minimum of ten to a maximum of twenty-seven.

Under the act of 1671, Henry Adams had been appointed Keeper of the Standards of Weights and Measures for Charles County, and 1600 pounds of tobacco had been allowed him for their purchase (*Arch. Md.* II; 279-281); the levy for 1671 shows the payment to him of this amount (p. 347), and the levy for 1672 of 400 pounds additional to complete the purchase (p. 431). It may be noted that, as in more recent times, the assessment upon each taxable for the nine year period covered by this record, shows a rapid year by year increase. In 1666, it was 21 pounds of tobacco for each taxable; in 1674, it had reached 105 pounds for each, the large increase in the latter year being in great part due to the cost of the new court house and the bridge.

## INDIAN AFFAIRS

There are only a few references to *Indians* or to Indian warfare in this record. One of these appears to be an instance of disgraceful treatment of a friendly Indian. A Nangemy Indian, Misapacka, complained of maltreatment by a planter at the September, 1666, Charles County Court, and "John Tomkinson in the absence of M<sup>r</sup> Thomas Mathews [the then sheriff], was sworne to make a trew interpretation of Misapacka a nangemy Indians Complaint." Misapacka declared that he had bought corn at Pamunkey and had hired an Indian as guide, and had given him ten arms length of Roanoke to bring corn and beans in a canoe to his house in Nangemy. The Indian was hailed when he was passing Mr. Pinnar's house "and thereupon According to the Articles hee Came ashoare and they thearupon immediately seased him and bound him and Carried him unto M<sup>r</sup> Waed (Wade) hows but when hee Returned thear was missing about one hogset of Corne a bushell of Beanes one boule and too mats." Richard Pinnar came to the next court to answer the complaint, but the court clerk made no entry as to the outcome (p. 34). Again at the November, 1674, court, Cornelius Cormacke was ordered to appear at the next court to answer the complaint of the Indians, but our record ends with this session so we do not know the nature of the complaint or the action upon it, if any (p. 615).

The court at the January, 1666/7, session, ordered that Ralph Wormelie (Wormeley) and Garret Synnet (Sennet) who had "receaved hurt, and damage in th<sup>e</sup> March to Piscataway in this present yeare 1666 by Casuall Shott", draw a bill of their charges for injuries to be sent to the Provincial Court to be entered on the "publique levie" (Provincial levy) (p. 55; *Arch. Md.* LVII, xlv). Zachary Wade, one of the justices, recorded at the March, 1665/6, court, that he had deposited with George Thompson, clerk of the court, 990 pounds "of the Countrys tobacco" for powder and shot, doubtless in connection with the march to Piscataway (p. 11). It was possibly to this same Indian disturbance that Mary Wheeler referred, when as a witness at the March, 1669/70, court, she dated a past occurrence as having taken place in "th<sup>e</sup> yeare my husband went th<sup>e</sup> march" (p. 254). This was unquestionably the march to Piscataway against the Indians. In various land conveyances we find mentioned as landmarks "Indian fields" or "old Indian fields", and in one instance an "old Indian fort." Indian fields are noted as being located on Mattawoman or St. Thomas' Creek (pp. 155, 156, 225), and as on Chingamuxon Creek in Piscataway River (p. 599). "Old Indian fields" are noted on Wicomico River and Portobacco Creek (pp. 268, 523, 552). The location of Benjamin Rozer's Indian Fields plantation has not been identified (p. 585). The "olde Indian forte" (p. 533), known as the Anacostin Fort, is described as located on St. Isidore's Creek, later called Anacostia River where the village of Twining in the District of Columbia now stands (*Md. Hist. Mag.* 1938, pp. 134-148). "Paths", which may be Indian trails, are discussed in another section (p. xlviii).

In the county levy for 1666, there is a curious mention of "Indian heads", the meaning of which is ambiguous. The entry in question shows 277 pounds of tobacco due "To Nich. Emerson p<sup>r</sup> acco<sup>t</sup> of Charges for Indian heads & the

stocks and pillorie fetching" (p. 40). As far as is known there were no bounties offered for Indian scalps at this time, nor if there had been, would the bounty have been such a trivial sum. It seems almost certain, however, that by "Indian heads" were meant the heads of wolves killed by Indians, which had been acquired from them by the white settlers, who were entitled to the wolf head bounty offered, then 100 pounds of tobacco. Emerson doubtlessly received 200 pounds for two wolves heads and 77 pounds for fetching the stocks and pillory for a meeting of the court.

#### ARCHITECTURE AND BUILDING

Of interest to students of Colonial *architecture and building* will be the details of seventeenth century construction and costs to be found in the specifications for building the new county court house and prison erected in 1674-1675, and also for building details in suits for debts due for carpentering work done in building an addition to a dwelling house, for remodelling, and for new farm buildings. At the January, 1667/8, court, Thomas Alcocks, a carpenter, filed two suits against George Thompson, the former clerk of the court. This is the same Thomas Alcocks (Alcoke, Allcock) whose wife and children had been killed by the Indians in 1665 (*Arch. Md.* LIII, li, 609). One suit was for 2400 pounds of tobacco for a 20 X 10 foot addition to Thompson's dwelling, a "fourtie foot house"; the other for 1930 pounds for what seem to have been alterations in the dwelling itself. In addition to the 4330 pounds of tobacco for work sued for in the two suits, there were also asked damages of 4500 pounds. The work done as recited in the first suit is itemized in great detail. The specifications were in Thompson's own hand. The house was to be "double raftred Studded and grouncel<sup>d</sup>" and "ceeled up to the Wall plate"; there were to be an inside chimney (400 pounds of tobacco), five-foot closets, and four tables. In the second suit there was a charge of 250 pounds of tobacco for two windows and five doors; 250 pounds "for making a paire of welsh Staires and taking down of a welsh Chimney to the Wall plate, and building it with a Roof up." There was also a new kitchen 60 feet long by 20 feet wide with a Welsh chimney and a lobs corner, at a cost of 800 pounds. Another charge of 630 pounds was for making a pair of racks for guns, "wind-beaming" the 40 foot house, and for "new covering his Dwelling house 40 foot long." Before the cases were heard in court, Alcocks entered an appeal in both cases to the Provincial Court (pp. 113-14). As there is no record of its having been heard there, the matter was doubtless settled out of court before coming to trial. Diligent enquiry has failed to throw any light upon what was meant by "a paire of welsh Staires", a "Welsh chimney", and a "Lobs corner". An even earlier mention of a Welsh chimney is to be found in the Maryland records. Under date of October 19, 1654, Thomas Wilford agrees, in a maintenance contract, to have built for the use of Paul Sympson, a house 15 x 15 feet with a "welsh Chimney" (*Arch. Md.* X, p. 302).

At the November, 1671, court, George Godfrey sued the estate of Daniel Johnson, who had just died, for building work he had recently finished for

Johnson. This included building a 60 foot tobacco house at a cost of 1200 pounds of tobacco, building a 10 foot hen house for 200 pounds, and "getting the frame of a 40 foot tobacco house", making a total of 1500 pounds of tobacco. He asked in addition damages of 2400 pounds. The court awarded a total of 1500 pounds to Godfrey (pp. 353-354). In the suit of Hugh Thomas against Nicholas Grosse, a demand was made for the payment of 500 pounds of tobacco for the building of a "house fifteen foot Long & ten foot wide & . . . one bed steed & formes." The court gave judgment against Grosse together with costs of 240 pounds (pp. 354-355). There were also suits for debts due in connection with the building of a cider mill (p. 232), and a tobacco house (p. 44).

Reference has already been made to the *new court house* and *prison* built in 1674-1675 by John Allen for Charles County, at a cost, with one acre of land, of 20,000 pounds of tobacco. The specifications and details of construction are given with meticulous accuracy. In general it may be said that the court house was to be 25 feet in length by 22 feet in breadth with an upper floor and two brick chimneys. The floors were to be well planked, the lower rooms to be wainscoted, the upper rooms well daubed and sealed with mortar, white limed and sized; there were to be convenient doors, locks, keys, bolts, latches, hinges, staircases, stairs, windows, window frames, casements, and glazing. The prison, 25 × 15 feet, was to be of sufficient strength for a prison, with a loft or garret over it. The interested reader is referred for building details to the deed (pp. 615-618).

#### HIGHWAYS AND BRIDGES

Laws had been passed at the 1666, 1669, and 1671, sessions of the General Assembly providing for the laying out, making, and maintenance of *highways*, under which taxables of the neighborhoods benefited were obliged to furnish labor for this purpose, or were to be fined if they refused to do so when called upon (*Arch. Md.* II; 134-135, 219-220, 321-322); and at the 1674 Assembly an act was passed for making passable, as an added protection against Indians "who lived in great numbers" in Charles County, a road from Charles County to St. Mary's through Zachia Swamp, as the old highway had been flooded and made useless by the erection of a mill dam at the head of the Wicomico River. The road was to be erected within two miles of the mill, and to be completed by March 20, 1675 (*ibid.* 408-409). In pursuance of the requirements of the act of 1666, the commissioners of Charles County, on November 13, 1666, ordered the constables of the county to appoint overseers of highways who were to mark out convenient highways passable for horse and foot to the heads of rivers, creeks, and swamps, and to hire or force labor for this purpose. The overseers of the highways were also authorized to levy tobacco for labor equally among the taxpayers (*ibid.* 39-40).

In the 1669 county levy there is an item of 3000 pounds of tobacco to be paid Captain Boarman for building a *bridge* (p. 229). The location of the bridge is not given, but one suspects that it was over Zachia Swamp. At the January, 1673-4, court, four persons were "presented" by constables to the grand jury

"for refusing to assist in the mending of the highways." When the matter came before the court, one Clement Thompson "beinge drunck & not able to answer for himself" was fined 100 pounds of tobacco and ordered to answer at the next court. Another, John Longe, who declared "he was never required" was dismissed, and Robert Lofton, summoned to appear, was returned by the sheriff as not to be found. William Cotton, presented at the same time, was "returned to be dead by the Sheriff" (p. 519). At the August, 1674, court, in pursuance of the act of the Assembly of this same year, four of the justices, with full power to act for the entire bench, were appointed to agree with the commissioners of St. Mary's County in making a highway, passable for horse and foot, over Zachia Swamp within two miles of the mill, the money to be raised by a levy of tobacco (p. 564). There can be no question that the 7500 pounds of tobacco allowed in the 1674 levy to be paid to Captain William Boorman "for making the bridge" was for the Zachia Swamp highway (p. 587).

In two deeds we find *paths* mentioned as land bounds in a way to indicate that they were fixed landmarks, and very possibly Indian trails. One of these marked the bounds of the tract "Napping" on the west side of Portobacco, or St. Thomas' Creek (p. 178); the other refers to a "bounded oak standing by the path side", marking the bounds of Coome's Purchase on the west side of the Wicomico River (p. 419).

#### LIVESTOCK AND LIVESTOCK MARKS

*Horses, cattle, and swine* figure frequently in the court records. When these, bearing the owner's recorded mark, were sold, the new purchasers often required that the change of ownership be recorded in a bill of sale. Thus, when Philip Gibbon sold a "black stone horse with a star on the forehead" and with a recorded mark, there was a bill of sale recorded (p. 531). The same was done when William Fairecloth, a planter, sold to Edmund Lindsay, the planter and innkeeper, a marked red cow and a heifer (p. 566). At the June, 1673, court, John Grubb sued Richard Ambrose for 400 pounds of tobacco which had been agreed upon between them as the price for Grubb's gelding a horse, which Ambrose had not paid. Grubb asked the court for 400 pounds and in addition 600 pounds damages. The court awarded Grubb 400 pounds, and 300 pounds costs (pp. 501-502). Misbranding stock owned by others was punishable by damages to the owner and a fine to the Lord Proprietary, half of the latter going to the informer. Edmund Lindsay, at the August, 1674, court, sued Thomas Allanson for misbranding and "detaining" a mare which had strayed away, and demanded 3000 pounds of tobacco as damages. The defendant claimed that the branding was done in error, but a jury found for the plaintiff, and the court allowed the plaintiff the 3000 pounds asked, as well as 749 pounds for the costs of suit (pp. 582-583). The claim that the misbranding was done by mistake may have saved Allanson from a fine to the Proprietary. At the June, 1674, court, George Godfrey sued Alexander Sennet for 2000 pounds of tobacco for taking up and marking a mare of his running at large in the woods, and mark-



ing it with Sennet's own marks. He also asked 3000 pounds damages. Godfrey lost his suit when the jury found that he had sold the mare to Nicholas Solbey, the chirurgion, and that Solbey had sold it to Sennet. Costs of 720 pounds were also awarded to Sennet (p. 563).

*Livestock* marks were registered with the clerk of the county court and recorded in the court proceedings. For horses branding was usually employed; for cattle earmarks and occasionally branding; for swine earmarks alone. Three imaginative owners selected the same earmark, "a flower of Deluce", obviously a fleur de lis (p. 91, 142, 526). They may have lived in different sections of the county, and confusion of their stock running at large was therefore unlikely. Most of the marks are merely described, but in a number of instances a rough outline sketch, reproduced in this volume, is entered in the court record together with the description. Sheep are not mentioned during this period, wolves being still sufficiently numerous to render their raising unprofitable. During this nine year period, over 150 livestock marks are found recorded, or an average of over seventeen a year. The records were very badly kept, however; for example there were no entries of livestock marks at all in the year 1670, so that the above figures are an understatement. Had the entries been accurately kept the annual increase in the number of livestock producers in the county would have been a rough measure of the population increase. The names of new settlers and of indentured servants who had recently become free, are to be found among the new registrants.

#### INNKEEPERS AND LIQUORS

*Wines, liquors, and other drinks* are of frequent mention in these records. Under acts of the Assembly maximum prices that might be charged by innkeepers for various drinks were specified. There were also a number of suits filed by innkeepers against patrons who had not paid their bills for drinks, food, and lodging. The most conspicuous case is that of the Clerk of the Court, Richard Boughton, who was sued by Edmund Lindsey for not paying for the drinks consumed at his wedding (pp. 212-214). At the March, 1673-4, court, John Wood sued Edmund Taylor for 850 pounds of tobacco for "24 Gallons of quince drinke 400<sup>lb-tob</sup> . . . [and] 21 Gallons of quince drinke in September 420<sup>lb-tob</sup>" (p. 548). At the same court John Wood was sued by Alexander Sennet for 444 pounds of tobacco for 37 gallons of "sider." It was shown that Wood had received only 25 gallons, and the court then ordered Sennet to pay for this at the rate of 12 pounds of tobacco per gallon (p. 540). At the January, 1674/5, court, John Allen, gentleman, who was presented by the grand jury "for sellenge liquors at unreasonable rates, pleaded he never sold any, which not being proved the presentment was dasht" (p. 519). He had evidently not yet opened the "public ordinary", near the new court house he was building, which he had given bond to do (pp. 617-618). At the same court two others were presented for the same cause but "were never called" (p. 519). Fayal wine was the cause of a suit. Phillip Lynes sued Samuell Cooke for not having delivered as agreed be-

tween them: a pipe of Fayal wine for 2500 pounds and a hogshead for 1250 pounds. A jury found 400 pounds damages for Lynes with 880 pounds costs (pp. 500-501). There were quite a number of suits for debt filed by two Portobacco innkeepers which, in most cases, specified that they were for accommodations, food, or drinks, many against men of prominence. For such debts Nicholas Emanson (Emerson) (d. 1671) sued John Lewger, former Provincial Secretary, Justice James Lindsay, and Richard Boughton, clerk of the court (pp. 117, 121, 128, 214, 220). Edmund Lindsay for the same reason sued Richard Fowke, Thomas Boughton, John Nevill, Jacob Leah, John Thompkinson, Edward Maddock, Thomas Abbott, and Philip Lynes (pp. 236, 239-240, 243, 327, 547).

#### WOMEN'S CLOTHING

Two expensive items of *women's clothing* come to light in these records. Mrs. Verlinda Stone, the widow of Governor William Stone, is disclosed in a suit at the August, 1670, court, to have paid Mrs. Elizabeth Story, the administratrix of Walter Story, 350 pounds of tobacco for a gown—a high price in Maryland for those early days (p. 261). At the September, 1671, court, another suit reveals that Henry Bonner, the late clerk of the court, who married Walter Story's widow Elizabeth, bought in 1669 from Francis Bullock a "petticoat", which must have been a handsome one, for 300 pounds of tobacco. The petticoat was then delivered to Bullock's maid, Winifrett, who, in exchange for it, was to make for Bonner six half shirts, six whole shirts, six cravats, six neckcloths, and six handkerchiefs. This Winifrett failed to do, nor did Bullock in his lifetime return the petticoat, so Bonner asked damages of 1000 pounds of tobacco from Bullock's administrator. But the court ruled that the claim was barred by a *quietus est* which had been issued upon the Bullock estate (p. 345).

#### MUSIC

Two references to *music* appear in this record, both cases referring to the cittern, a now obsolete musical instrument. At the March, 1670/1, court, the administrator of the estate of John Hitchison was sued by Miles Chafe, who declared that Hitchison had agreed in 1668 to pay 800 pounds of tobacco to Chafe to teach him to play the "Gitthren"; and that Chafe had carried out his part of the bargain, but Hitchison died soon afterwards, and the administrator refused to make payment. He asks for the 800 pounds of tobacco and 500 pounds additional for damages. A postponement was granted until the next court, but as the case did not come up again, it was doubtless "composed" out of court (p. 328). At the November, 1672, court, John Harvey deposed that five years before, in May, 1667, he had left with John Mould a "Citterne to be glewed & mended"; this he valued at 250 pounds of tobacco. He declared that Mould had refused either to return the cittern or to satisfy him for it. There was conflicting testimony by witnesses, but the court ordered Mould to pay Harvey 100 pounds of tobacco and cost of suit (pp. 437-438).

## FUNERAL CUSTOMS

There is only one reference to *funeral customs* to be found in these records. At the June, 1674, court, George Godfrey, a carpenter, who appears, as were most carpenters, to have been an undertaker as well, entered suit for 250 pounds of tobacco against Richard Beck at whose instance he "did make and deliver two Sevall Coffins for the desent buriall of the Father and Mother of him the sd Richd at Sevall tymes." He also sued Beck for two pairs of gloves valued at 60 pounds of tobacco, and a pair of shoes valued at 25 pounds, apparently worn at the funeral. The carpenter won his suit (p. 562).

*The Editors*



# COUNTY COURT PROCEEDINGS

## CHARLES COUNTY

March 13<sup>th</sup> A<sup>o</sup> 1665/6 A Court was held in Charleses County and thees ensuing Commissioners Present Viz Liber C  
[p. 1]

M <sup>r</sup> Thomas Mathews	Commis <sup>rs</sup>	M <sup>r</sup> James Lendsey
M <sup>r</sup> Zachery Waed		M <sup>r</sup> Joseph Harrisson

And thees ensuing Conueyances of Land in open Court Acknowledged :

This Indentur maed the four and twentieth day of June A<sup>o</sup> Domini 1665 Between henry Moore of Charleses County in the Prouince of Mariland and Elisabeth his wife of the one party and Johannah Neuil of the sayd Place widdow of the other party Witneseth that the sayd Henry Moore and Elisabeth his wife for diuers good Causes & Considerations them thear unto Mooueing and Morespecially for and in Consideration of fwe thousand pounds of tobacco to them in hands payd whearof and whearwith thay acknowledg themselues fully Satisfied Contented and payd Haue Aliened Bargained and sould and by thees Presents doe Alien Bargaine and sell unto the sayd Johannah Neuill and her heirs for Euer all that parcell of land or freehould Called Moorditch liing on the west side of Sachaya Swampe in Charleses County Layd out for fwe hundered Acres according to Pattent for the sayd Land to the sayd Henry Moore by the Right Hon<sup>ble</sup> Lord Proprietary granted as Relation beeing thear unto had may more at Large Appear Now in tenour or Occupation of the sayd Johannah Neuill togeather with all howses Edifices Buildings Barnes Stabels tobacco howses Gardains Profits Commodities Easments and Hereditaments whatsoever to the sayd Parcell of Land or free hould Belonging or Appertayning or with the same or any part thearof Now Laet or hereafter had used or Occupied and Reuersion or Reuersions of all and singular the Praemisses and all and Singular Charters Euidences and writings touching the same to haue and to hould the same unto the sayd Johannah Neuill and her heirs for euer, And the sayd Henry Moore and Elisabeth his Wife doe for themselues their heirs Executors and Administrators and Euery of them Couenant and Grant to and with the sayd Johannah Neuill &<sup>c</sup> her heirs by thees presents in Manor and forme following that is to say that the sayd henry and Elisabeth in their owne Right and to their owne use now Stand and are Lawfully seised of a good Perfect absolute in Law in fee Simpell of and in the sayd freehould and other the Praemisses and haue good Lawfull Right and Authority to bargain sell and Assuer the same to the

[p. 2]

[p. 3]

Liber C sayd Johannah Neuill and her heirs for Euer according to the trew intent and meaning of thees Presents and that the sayd freehold and all other the Premisses Now are and for euer hereafter shal bee free and Continew Cleare and free discharges and Acquittances and other ways at all times saued and kepe harmeles by the sayd henry Moore and Elisabeth and their heirs Executors and Administrators of and from all and singulare formar & other Bargaines and incumberances Sayles grants Estates bonds Statats intrusions dowers titel of Dower Joynturs Rent arrearages of rents and other Charges and incumberances whatsoever had maed done or growne or to bee had maed done or growne by the sayd henry and Elisabeth or by any other Person or Persons under their title or by their meanes or Procuerment and the sayd Johanna Neuill and her heirs shall and may Peaceably and quiatly from hence forth for euer haue hould and Occupie the sayd Land and freehold and all and singular other the Praemisses with the Appurtenances and tacke

[p. 4] Perceauce Receauce and Enioy the Rents issews And Profits thearof to the use of the sayd Johannah Neuill and her heirs without any Let troble Euiction Recouery or Expulsion of or by the sayd henry or Elisabeth and also that the sayd henry and Elisabeth shall on this side and before the feast of the Natiuitie of owr Lord next Coming, at the Cost and Charges in the Law of the sayd Johannah Neuill shall and will acknowledge a fine in dew forme of Law and according to the usuall Cours of fines in the Kingdom of England of the sayd Land freehold & other the Praemisses and the same by the sayd fine shall Remisse and quit Claime from them and their heirs to the sayd Johannah Neuill and their heirs for euer with warranty against themselues and their heirs for euer and More ouer the sayd henry and Elisabeth doe Couenant and grant to and with the sayd Johannah Neuill that thay the sayd henry and Elisabeth at all times during the space of seauen years next after the daet of thees Presents at the Resonable Request and Cost and Charges in the Law only of the sayd Johannah Neuill and her heirs shall and

[p. 5] will doe make acknowledge and Suffer and Cause to bee done maed Acknowledged and suffered all and Singular Act and Acts thing and things in the law with warranty against them and their heirs which by the sayd Johannah Neuill or her heirs shall bee Resonably or Lawfully deuised for the better Assurance and suer Making of all and Singular the Praemisses to bee had and maed Suer to the sayd Johannah Neuill and her heirs without any Condition whatsoever In Witnes whearof the parties aformentioned to theis Indenturs Interchangably haue put their hands and Seales the day and yeare first aboue written

Henry Moore

Elisabeth Moore

locus O Sigilli

Locus O Sigilli

Signed sealed and and deliuered by the within specified henry more and Elisabeth in the presence of us William Price and Thomas hussey

Know all men by thees Presents that I John Lambert beeing Liber C  
Copartner in the in the Administration of M<sup>r</sup> John Neuil deceased  
with William Price doe hearby Confirme and Allow all Accountps  
whatsoever that my sayd Partner William Price shall find dew and [p. 6]  
doe further Confirme all Proceedings by him to bee done to a  
finall Accountp and Release witnes my hand this three and twentieth  
day of June 1665  
Test Thomas Hussey  
William Neuill

John L Lambert  
his marke

June 23<sup>th</sup> 1665

Receaved then of Henry Moore full Satisfaction of all debts dewes  
Claimes and demands dew from the sayd Henry Moore unto the  
Estate of John Neuill deceased by mee William Price as Ad-  
ministrators to the Estate aforsayd as witnes my hand and seale the  
day and yeare aboue sayd  
Test Thomas Hussey  
Nathan Barton

William Price ○

[Recorded indenture, cancelled and unreadable.]


This Indenture maed the twentieth day of Octobr A<sup>o</sup> 1665 Between [p. 10]  
George Thompson of Charleses County in the Prouince of Mariland  
Gent of the one Party and John Caine of the County and Prouince  
Planter of the other Partie witneseth that the That the sayd George [p. 11]  
Thompson for and in Consideration of a valewable sume of tobacco  
to him in hand payd befor the Ensealing and deliury of thees Pres-  
ents by the sayd John Cain well and trewly payd the receipt whearof  
hee the sayd George Thompson doth hearby Acknowledge and  
himself thearwith fully satisfied and payd thearof and of euery part  
and parcell thearof doth fully Clearly and Absolutly Acquit dis-  
charge Exonoraet and Release the sayd John Cain his heirs Execu-  
tors Administrators and Assignes for euer and by these presents  
hath granted bargained Aliened and sould Enfeoffed and Confirmed  
and by thees Presents doth fully Clearly and absolutly giue grant  
bargaine sell Alien Enfeoff and Confirme unto the sayd John Cain  
his heirs Executors Administrators and Assignes for euer all that  
parcell of Land Called Bewplayne Liing one the East side of the  
Annacostian Riuer in a Creeke of the sayd Riuer Called S<sup>t</sup> Johns  
Creeke in Charles County begining at a bounded Oake standing at  
the mouth of the sayd Creeke and Runing East up the Creeke for  
the Lenght of three hundered and twenty perches to a marked oake  
the bound tree of John Meekes bounding on the East with a line  
drawne North from the sayd oake to the Exterior bound tree of  
william Middelton Land on the north with the sayd land on the  
west with the the sayd Annacostian Riuer on the East with the  
sayd S<sup>t</sup> John Creeke and the Land of the sayd Meekes Containing

- Liber C  
[p. 12] And now Layd out for one thowsand Acres more or lesse togeather with all Rights profits and benefits thearunto belonging (Royall Mines Excepted) to haue and to hould the same unto him the sayd John Caine his heirs Executors Administrators and Assignes for euer to bee houlden of the Right Hon<sup>le</sup> Caecilius absolute Lord and Proprietary of the Prouince of Mariland and Aualon Lord Baron of Baltemore and of them and their heirs as of their Mannor of Zachia in free and Common Soccage by fealty only for all mannor of Seruices yealding and paying thearfore yearly unto them and their heirs at their Receipt at S<sup>t</sup> Marys at the too most usuall feasts in the yeare (Viz) At the feast of the Annuntiation of the Blessed Virgin Mary and at the feast of S<sup>t</sup> Michell the Archangell by euen and Equall Portions the Rent of twenty shillings Starling in siluer or Gold or the full valew thearof in such Commodities as they or thear heirs or such officer or officers Appoynted by them or their heirs from time to time to Collect and Receauē the same shall accept in discharge thearof at the Choyce of them and their heirs or such officer or officers as aforsayd to haue and to hould the sayd tract of Land and all and singular the before granted premisses with thear Appurtenances and euery part and parcell thearof unto him the sayd John Caine his heirs Executors Administrators and Assignes for Euer And the sayd George Thompson for himself his heirs Executors Administrators and Assigns and Euery of them by thees Presents doth Couenant and grant to and with the sayd John Cain his heirs Executors Administrators and Assignes and Euery of them by thees Presents that hee the sayd John Caine his heirs Executors Administrators and Assignes shall and may Lawfully Peaceably and Quiatly haue hould use Occuepie and Poses and Enioy All and all mannor of the Praemisses before and by thees Presents granted and Sould and Euery part and Parcell thearof with Euery the Rights Members and Appurtenances thearunto belonging or in any ways Appertayning without the lawfull let suit troble Euiction Expulsion interruption or demand of or by the sayd George Thompson his heirs Executor and Administrators or any or either of them or of or by any other person or persons Lawfully Claiming by from or under him them or any of them or of or by his or their meanes Act Consent title Interest Priuitie or procurement and other ways from time to time well and sufficiently Saued and kept harmles by the sayd George Thompson his heirs Executors Administrators and Assignes of and from all and all manner of formar and other gifts grants bargaines Sales leases morgages Joynturs Dowers titell of Dower Statute Marchant and Staple Recognisance and euery Part and Parcell thearof shallbee Construed Esteemed and taken
- [p. 14] to bee in ure to the only Proper Use and behoofe of the sayd John Cain his heirs Executors Administrators and Assignes for Euer and to no other Use Intent or purpose whatsoever In Verity and truth hearof the Partys aboue mentioned haue hearunto inter-



changably set their hands and seales the day or yeare aboue written Liber C  
Seigned sealed and Deliuiered George Thompson O

in Presence of us

Thomas  Allcoks  
his marke

William  Williams  
his marke

This Indenture maed the twentieth day of September Anno Domini 1665 between henry Moore of Charleses County in the Prouince of Mariland and Elisabeth his wife of the one Party and Jacob Peeter-son of the sayd place Planter of the other Party Witneseth that the sayd henry Moore and Elisabeth his wife for diuers good Causes and Considerations them thearunto moueing more Especially for and in Consideration of twelue hundered pounds of tobacco to them in hand payd whearof and whearwith thay acknowledge them-selues fully satisfied Contented and Payd haue Aliened Bargained and Sould and by thees Presents Bargaine Alien and Sell unto the sayd Jacobe Peeterson and his heirs for Euer all that freehould or [p. 15]  
Parcell of Land Called Moores Branch Liing on the west sid of A brance of Saccaya Swampe in Charles County Layd out for fifty Acres According to Pattent for the sayd Land to the sayd henry Moore by the Right Hon<sup>le</sup> Lord Proprietary granted as Relation beeing thearunto had may more at Large appeare and all Profits Commodities and Conueniencies to the same belonging togeather with all and Singular Charters Euidences and wrightings touching the same to haue and to hould the same unto the sayd Jacob Peterson and his heirs for euer and the sayd henry Moore and Elisabeth his wife doe for themselves their heirs Executors and Administrators and Euery of them Couenant and grant to and with the sayd Jacob Peeterson and his heirs by thees Presents in Mannor and forme fol-  
lowing that is to say that thay the sayd henry and Elisabeth in their owne proper Right and their owne use now stand and are Lawfully seised of a good perfect and absolute estate in Law in fee simple of and in the sayd free hould and Praemisses and haue good Lawfull Right and Authoritie to bargain sell and Assuer the same to the sayd Jacob Peterson and his heirs for euer according to the trew  
intent and meaning of thees Presents And that the sayd Premisses [p. 16]  
Now are and for euer hereafter shall bee and Continew free and Cleare discharged and Acquited or otherways at all times saued and kepe harmles by the sayd henry and Elisabeth and their heirs Execu-tors and administrators of and from all and singular formar and other bargaines sayles Grants Estates Bonds statuts intrusions Dowes title of Dowes Joynturs Rents arrearages of Rents and other Charges and incumbrances whatsoever had maed done and growne or to bee had maed done or growne by the sayd henry or Elisabeth or by any other person or persons under their title or

Liber C by their meanes or Procurment and that the sayd Jacobe Peterson and his heirs shall and may peaceably and quietly from hence forth for euer haue hould and Occupie the sayd Land and Praemisses with the Appurtenances and tacke Perceauue Receauue and Enioy the Rents issews and profits thearof to the use of the sayd Jacob Peterson and his heirs without any let troble euiction Recouery or expulsion of or by the sayd Henry or Elisabeth or otherways by any other person or persons by the means title or procurment of them the sayd henry and Elisabeth and also that the sayd henry and Elisabeth shall on this side and before the feast of the Natiuity of ovr Lord next Coming at the Cost and Charges in the Law of the sayd Jacob

[p. 17] Peterson acknowledge a fine in dew forme of Law and according to the usuall Cours of fines in the kingdom of England of the sayd Land free hould and all other the Praemisses and the same by the sayd fine shal Remis and quit Claime from them and their heirs to the sayd Jacob peterson and his heirs for euer and mor ouer the sayd henry and Elisabeth doe Couenant and grant to and with the sayd Jacob Peterson that thay the sayd henry and Elisabeth at all times during the space of seauen years next after the daet of thees presents at the Resonable Request and Cost and Charges onely of the sayd Jacob Peterson or his heirs shall and will doe make acknowledge and suffer and Cause to bee done maed knowledged and suffered all and Singular Act and Acts thing and things in the law with warranty against them and their heirs which by the sayd Jacob peterson or his heirs shall bee reasonably or Lawfully deuised for the better assurance and suer making of all and singular the Praemisses to bee had and maed suer to the sayd Jacob Peterson and his heirs without any Condition whatsoever in witnes whearof the partys aforsayd to thees indenturs interchangeably haue put their hands and seales the day and year aboue written

Seigned sealed and deliuered Henry Moore ○  
in the presence of Elisabeth Moore ○  
Beniamin Rosier  
Daniell Johnson

[p. 18] This Indentur made the thirtieth day of March in the year of ovr Lord one thowsand six hundered sixty and fiae between Thomas Allonson of Charleses County in the Prouince of Mariland Gent of the one Party and William Boyden of the sayd Place Planter of the other Party witneseth that the sayd Thomas Allonson for and in Consideration of the sume of sixteene thowsand pounds of tobacco and Caske to the sayd Allonson by the sayd Boyden his heirs Executors Administrators or Assignes to bee payd in Mannor and forme following that is to say fiae thowsand pounds of tobacco with Caske this Present yeare seauen thowsand pounds of tobacco and Caske in the yeare one thowsand six hundered sixty six and four thowsand pounds of tobacco more in full of the sayd sixteene thowsand pounds

of tobacco in the year one thowsand six hundered and sixty seauen Liber C  
 for the which sums the sayd boyden hath already before the ensealing  
 and deliury of thees presents past bill to the sayd Allonson whear-  
 with the sayd Allonson doath Acknowledge himself fully satisfied  
 and Contented hath granted bargained and sould Aliened Assigned  
 and set ouer and by thees Presents doth for and from him his heirs  
 Executors Administrators and Assignes grant bargain sell Alien  
 Assigne and set ouer unto the sayd william Boyden his heirs Execu-  
 tors and Administrators one Certayne tract of Land Contayning four  
 hundered and fifty acres According to Pattent under the great seale [p. 19]  
 of this Prouince granted Commonly knowne by the name of the  
 Doages Necke begining at a Marked Pokikery standing by a marsh  
 upon the Creeke side and Runing West downe the Riuer for lenght  
 three hundered perches then South downe the Riuer for the Lenght  
 of three hundered perches to the mouth of a Creeke Caled Chinga-  
 muxon Creeke Bounding on the North with the sayd Creeke Runing  
 East for the Lenght of six hundered perches upon the East with a  
 line drawne North North west from the end of the East line to the  
 first marked Pokikery one the South and west with the sayd Riuer  
 togeather with all and singular its Rights Members Jurisdictions and  
 Appurtenances with all and all mannor of howses Plantations tene-  
 ments tobacco howses orchards Medows Pasturs woods profits Com-  
 modities and Appurtenances whatsoever unto the same belonging  
 or in any ways appertayning to haue and to hould the Land and  
 all and singular the Praemisses aformentioned with the Appur-  
 tenances and Euery part and parcell thearof unto the sayd William  
 Boyden his heirs Executors Administrators and Assignes for euer  
 yealding and paying thearfor yearly unto the Cheefe Lord or Lords [p. 20]  
 thearof all such Rents and saruices which from hence forth from  
 time to time shall grow dew for and in Respect of his or their  
 Signiory or Signiorys and the sayd Thomas Allonson doth for  
 himself his heirs Executors and Administrators Couenant Promis  
 and grant to and with the sayd William Boyden his heirs Executors  
 and Administrators and Assignes that the befor bargained Praemisses  
 Now are and for euer hereafter shall Continew free and Cleare and  
 freely and Clearly acquitted Exonorated and discharged of and from  
 all and singular formar bargaines Sales Gifts grants Leases Rents  
 Arrearages of Rents Rent Charges Dowers Rights or titles of  
 Dowers Morgages or any other incumberances for the same and  
 that hee now stands in a iust and Lawful Estaet and title for the  
 sayle of the same and that the sayd William Boyden his heirs Execu-  
 tors Administrators and Assignes shall and may for euer hereafter  
 Lawfully Peaceably and quiatly haue hold Occupie and Enioy the  
 sayd Praemisses with the Appurtenances without the Lawfull let  
 suit trouble Expulsion Euiction or interruption of or by the sayd  
 Thomas Allonson his heirs Executors Administrators or Assignes  
 or any or either of them or of or by their or any of their heirs [p. 21]

Liber C Executors Administrators or Assignes of or by any other person or persons by from or under them or for their or any of their Estates uses or procurment Prouided the aformentioned sums of tobacco and Caske bee by the sayd William Boyden his heirs Executors Administrators and Assignes payd fully and dewly unto the sayd Thomas Allonson his heirs Executors Administrators or Assignes according to their Respectiue payments or els upon default or non payment thearof or any part or parcell thearof as aforsayd then the aforsayd Land and all and singular the praemisses with the appurtenances shall returne unto the sayd Thomas Allonson his heirs Executors Administrators or Assignes as if this indentur of sale had neuer bine and that this indentur shall bee voyd in witnes whearof the parties aforsayd to this indentur interchangeably haue put their hands and seales the day and yeare first aboue written

Seigned Sealed and Deliuered Thomas Allonson ○  
 in the Presence of us  
 William Price  
 Garrard Browne

[p. 22] This Indendentur maed the 8<sup>th</sup> of January in the yeare of owr Lord one thousand six hundered sixty fue between Owen Joaens of Charleses County in the Prouince of Mariland of the one Party and humphery Joanes and Richard Joanes of the sam County and Prouince of the other Party witneseth that the sayd owen Joanes as well for and in Consideration of the Quantitie of three thousand fue hundered pounds of tobacco and Caske for the which part in hand receaued by the sayd Owen Joanes the Rest dew upon demand upon bill befor the Ensealing and deliuary hearof by the sayd humphery Joanes and Richard Joanes whearof and wherwith the sayd owen Joanes doth Acknowledge himself fully Satisfied Contented and Payd and thearof and of euery Part and Parcell thearof doth fully and Clearly Acquit and Discharge the sayd humphery Joanes and Richard Joaens their heirs Executors Administrators and Assignes and Euery of them by thees Presents and also for diuers good Causes and Considerations him hearunto Moueing hath granted Bargained sould Assigned set ouer and Confirmed and by thees presents doth fully Clearly and Absolutly grant Bargaine sell Assigne set ouer and Confirme unto the sayd humphery Joanes and Richard Joanes their heirs Executors Administrators and Assignes all that parcell or tract of Land Liing situateing and beeing on the East side

[p. 23] of the Maine fresh of the Creekes Nanjamy or Auon Riuer in Charleses County Adioyning to the sayd Owen Joanes his Land and beeing part of the four hundered Acres that the sayd Owen Joanes bought of M<sup>r</sup> James Lendsey begining and bounding on the east at one upon a Red oake by a Line drawne North and by East for breadth one hundered fue and twenty perches to a Marked oake one the North by a line drawne west from the sayd Oake for lenght

three hundreded and twenty Perches to a marked white oake one the South by the sayd Owen Joanes his Land and a Parrarell Containing and Now Layd out for too hundreded and fifty Acres bee it more or lesse all and Singular which sayd Parcell together with all and Singular Its Right Members Jurisdictions and Appurtenances with all howses thearon Erected Easments tenements orchards baccids Meadows feedings Pasturs woods underwoods ways profits Commodities hereditaments and appurtenances whatsoever unto the sayd parcell of Land belonging or any ways appertayning to haue and to hold the sayd Parcell and all and singular the premisses befor mentioned to bee hearin or hearby bargained and sould with the appurtenances and euery Part and Parcell thearof whatsoever befor named or Receited unto the sayd humphery Joanes and Richard Joanes their heirs Executors or Administrators or Assignes for Euer Yealding and Paying thearfor Unto the Chief Lord or Lords of the fee or fees thearof the Rent and Saruices which from time to time shall grow dew for and in Respect of his or their Signiory or Signiorys and the sayd Owen Joanes for himself his heirs Executors Administrators and Assignes doth Couenant grant and Agree to and with the sayd humphery Joanes and Richard Joanes their heirs Executors Administrators or Assignes for euer by thees presents that the sayd humphery Joanes and Richard Joanes their heirs Executors Administrators and Assignes shall and may Lawfully peaceably and quiatly haue hold use Occuepie Poses and Endioy all and singular the Praemisses befor by thees presents bargained and sould and Euery part and parcell thearof with euery the Rights members and Appurtenances without the lawfull let suit troble Euiction interruption or demand of or by the sayd Owen Joanes or of or by his heirs Executors Administrators or Assignes or any or either of them or of or by any other person or persons Lawfully Claiming by from or under them or any of them or their or any of their uses or by from or under any of their titles Estate Meanes or Procurment prouided the aforementioned bills bee fully payd unto the sayd Owen Joanes his heirs Executors Administrators or Assignes at the time befor expressed or els upon default or non payment by the sayd humphery Joanes and Richard Joanes their heirs Executors Administrators or Assignes of the same or any part or parcell thearof then the aforesayd Land with all and Singular Its Rights Members Jurisdictions and Appurtenances shall returne unto the proper use and behoofe of the sayd Owen Joanes his heirs Executors Administrators or Assignes and thees present Indenturs to bee voyd or none effect and the sayd Owen Joanes for himself his heirs Executors Administrators and Assignes and all and singular the befor bargained premisses with their Appurtenances and all and euery parcell thearof unto the sayd humphery Joanes and Richard Joanes their heirs Executors Administrators and Assignes to the intent and meaning aforesayd shall and will warrant and for euer

Liber C

[p. 24]

[p. 25]

Liber C defend by thees presents in witnes whearof the parties first aboue mentioned to thees present Indenturs haue hearunto set their hands and seales the day and yeare aboue written

Seigned sealed and deliuered	Owen Joanes	○
in the presence of us	Joanne X Joanes	○
John <del>W</del> Wheeler	her marke	
his marke	humphery H Joanes	○
Leo Greene	his marke	
	Richard ○ Joanes	○
	his marke	

- [p. 26] This Indentur maed the thirteenth of March A° 1665 between William Boyden of Charleses County in the Prouince of Mariland Planter of the one Party and James Hussey of the sayd County and Prouince Planter of the other Party witneseth that the sayd William Boyden for and in Consideration of valewable sune of tobacco to him in hand Payd befor the ensealing and deliury of thees Presents by the sayd James Hussey well and truly Payd the Receipt whearof hee the sayd william Boyden doth hearby acknowledge and himself thearwith fully satisfied Contented and paid thearof and of euery Part and parcel thearof doth freely Clearly and Absolutly acquit discharge Exonoraet and Release the sayd James hussey his heirs Executors Administrators and Assignes for Euer and by thees Presents hath giuen granted bargained and sould and by thees Presents doth fully Clearly and Absolutly Giue Grant Bargaine Sell Alien enfeoffe and Confirme unto the sayd James Hussey his heirs Executors Administrators and Assignes all that Parcell of Land Caled Riuers Spring ling situating and beeing on the East side of Auon Riuer formarly Called Nangemie Creeke in the
- [p. 27] County aforsayd next adioyning to the Land of James Lendsey begining at the sayd Lendseys westermost bound tree beeing a Pokikery tree bounding on the west by a Line drawne North for breadth one hundered and fifty Peaches to a marked Pokikery tree on the North by a line drawn East from the sayd Pokikery for lenght two hundered and twenty fue Peaches one the east by a line drawne South for breadth one hundered and fifty Peaches unto the Land of James Lendsey Gent<sup>n</sup> on the west with the sayd Land Contaying and by Estimatione two hundered and fifty Acres bee the same more or lesse to haue and to hould the sayd Parcell of Land with all and singular Its Rights and Jurisdictions and Appurtenances togeather with all howses Edifices buildings barnes Stabels orchards woods underwoods Profits Commodities Common of Pastur hereditaments and Appurtenances whatsoever to the sayd Messuage or tenement or to any Part or parcell thearof belonging or in any ways Appertayning And the sayd William Boyden his heirs Executors and Administratrators shall and will Warrant and for euer defend the sayd Land with all and singular its Appurtenances against all Claime

or Claimes whatsoever unto the sayd James Hussey his heirs Executors Administrators & Assignes for euer in witnes whearof the partys  
about mentioned haue hearunto interchangably set their hands and  
seales the day and yeare about written William Boyden O

Liber C  
[p. 28]

Seigned sealed and deliuered

in the presence of us

George Thompson

M<sup>r</sup> Zachery Waed Acknowledgeth that ther is nine hundered and  
ninghty pounds of tobacco of the Cuntrys tobacco for Pouder and  
Shot which hee depositeth into the hands of George Thompson C<sup>lk</sup>  
to pay it unto the Country.

The Court is Adiourned till the second tuesday In June A<sup>o</sup> 1666

Nicholaus Emerson demandeth a warrant against Edward Rich-  
ardson in an Action of the Case to the valew of 2039<sup>th</sup> of tobacco  
and Caske

And another against a seaman of the Catch Commonly knowne  
by the name of the Industry M<sup>r</sup> Gardener beeing Master

Warrants to the Sheriffe to Arest & Ret: 12 june 1666

Robert Cosselton Demands a warrant against George harris in an  
Action of the Case for detayning certaine bills and obligation in his  
hands which hee refuseth to Surrender unto him

Subpene George Langom and Philip Browne

Warrant and subpenes to the Sheriffe to arest and warne &<sup>c</sup> Ret:  
ut supra

At A Court held in Charles County 12<sup>th</sup> of June A<sup>o</sup> 1666 Presen [p. 29]

Commissioners M<sup>r</sup> James Lendsey M<sup>r</sup> Zachery Waed M<sup>r</sup>

Francis Pope M<sup>r</sup> Joseph harrisson M<sup>r</sup> William Marshall

M<sup>r</sup> Tho: Mathews

An Ordinance from the Gouvernour and Councill

Charles Caluert Esq<sup>l</sup> Liueten<sup>t</sup> Generall and Cheif Gouvern<sup>r</sup> of the  
Prouince of Mariland to all Sheriffs Justices of the Peace and  
others to whom thees Presents shal come Greeting whearas upon  
the Renewing of Certaine Commissions Laetly Receaued from the  
Right Hon<sup>ble</sup> the Lord Proprietary of this Prouince sune doubts  
and questions may Arise Concerning the houlding and Continuing  
of the County Courts within the sayd Prouince now for the  
Auoyding of all such inconueniences and discontinuances whatso-  
euer which by occasion thearof shoold or might happen, or bee in  
any matter or Cause whatsoever in any of the sayd County Courts  
by Reason of the obstructione or delay of Justice to any Persons  
who are or may bee Concerned to sue for or Recouer their Just Rights

O  
Locus  
sigilli  
Charles  
Caluert

- Liber C I haue thought fitt by and with the Aduice and Concent of the Councell of this Prouince to declaer ordayne and Appoynt that no Pleas writs bills Actions, suits plaints Processe Precepts or other thing or things whatsoever Pleaded returned or depending or hauing day or days in any of the sayd County Courts shall bee in any wise discontinued or put without day upon pretence of Renewing or Altering of all or any of the sayd Commissions but that all and singular the sayd Pleas writs bills Actions suits plaints proces precepts shal stand Continew and bee good and effectuell in law to all intents and Purposes as heartofore thay wear and haue bine
- [p. 30] Before the Renewing Changing or Altering of all or any of the sayd Commissions and that such Proceedings shall and may bee had thearupon for the hearing determining of pleas and Causes now depending in all or any of the sayd County Courts as wear or might haue bin Lawfully used heartofore this ordenance to Continew and bee in force until further order bee taken hearin by his Lordship and Councell Giuen under my hand and seal at S<sup>t</sup> Johns in the 34<sup>th</sup> yeare of his Lordships dominion A<sup>o</sup> 1666
- To the Sheriffe and Justices of the Peace of Charleses Countie

Mary Marler According to an of the Prouinciall Court Aprill 6 A<sup>o</sup> 1666 was by the Sheriffe Proclaimed to stand indicted for Murder and Commanded to present or deliuer up her self or to bee for euer Rendered a person outlawed in this Prouince of Mariland Neuer the Lesse she surrendered not her selfe up nor maed her Appearance

Alexander Smith Presents Elisabeth Reason for hauing had a bastard

- (Locus sigilli)  
Charles Caluert Charles Caluert Esq<sup>r</sup> Liuetennant Generall Cheef Gouvernour of the Prouince of Mariland to all Sheriffes Justices of the Peace and other to whom thees Presents shall Come greeting whearas upon the Renewing of Certayne Commissions Laetly Receaued from the Right Honble the Lord Proprietarie of this Prouince who wear in office befor the opening of the sayd Commissions Now for the auoyding of all inconueniences whatsoever which might happen by the obstruction or delay of Justice in this Prouince I haue thought fit with the Aduice and Consent of the Councell of this Prouince to declaer ordayne and Appoynt and do hearby declaer ordayne and Appoynt that all such sheriffes and Justices of the peace who wear in office in or befor the 17<sup>th</sup> day of this instant may bee Continued in thear seuerall and Respectiue offices and shall and may use and Execute the same to all intents and Purposes according to the laws and usages of this Prouince as thay or any of them might or could haue Lawfully used and Executed the same
- [p. 31]



before the Renewing of the sayd Commissions giuen under my hand and seale at St Johns this 20<sup>th</sup> day of May in the 34<sup>th</sup> year of his Lordships Dominion A° 1666

Liber C

To the Sheriffe and Justices of the Peace in Charleses County

Thomas Baker acknowledgeth this ensuing indentur unto Richard Dode (Viz)

This Indentur maed the nighth day of June A° 1666 between Thomas baker of Charleses County in the prouince of Mariland Planter of the one party and Richard Dod of the sayd County Planter of the other party witneseth that the sayd Thomas Baker for a good Consideration already in hand payd before the ensealing and deliury of thees Present by the sayd Richard Dode Whearof and whearwith the sayd Thomas Baker doth acknowledge himself satisfied Contented and payd thearof and of euery parcell thearof doth acquit and discharge the sayd Richard Dod his heirs Executors & Administrators and euery of them by thes presents and also for diuers Considerations and good Causes him thearunto moueing haue granted Bargained sould Aliened Assigned set ouer and Confirmed unto the sayd Richard Dod his heirs Executors Administrators and Assignes and by thees Presents doe fully Clearly and Absolutely grant bargain sell assigne set ouer and Confirme unto the sayd Richard Dod his heirs Excutors Administrators and Assignes All that Parcell of Land Lying situating & beeing in Charleses County aformentioned Lying in the Diuident of the sayd Thomas Baker bounded on the South with the hither side of the March one the west with a line of marked trees begining at a gume marked with eight notches and Runing Northward up a valley to the head of the sayd Valley and thear meeting a line of marked trees which Rune Eastward ouer a small playne till it intercect the Next deepe vallew and downe the sayd valley with a line of marked trees to a white oake standing at the mouth of it Cut with eight Notches beeing in estimation about the Quantitie of forty Acres of Land mor or les All and singular which Parcell of Land together with all and singular the howses buildings buildings structur or edifices whatsoever thear unto belonging or in any ways appertayning together with all the orchards Gardins pasturs feedings Commons Common of Pastur Range for hogs woods underwoods walter walter Courses fishings foulings ways Easments Profits Commodities and hereditaments whatsoever unto the sayd Parcell of Land belonging or in any manor of ways Appertayning To haue and to hould the sayd Parcell of Land and all and singular the Praemisses aformentioned to bee bargained and sould with the appurtenances with euery part and parcell thearof whatsoever befor named or Receited unto the sayd Richard Dod his heirs Executors Administrators and Assignes for Euer yealding and paying thearfor yearly unto the sayd Thomas Baker or his Assignes one year of Corne at the feast of the Natiuitie

[p. 32]

[p. 33]

- Liber C of ovr blessed Sauioir Jesus Christ if the same bee Lawfully demanded and the sayd Thomas Baker for himself his heirs Executors and Administrators doe Couenant grant and Agree to and with the
- [p. 34] sayd Richard Dode his heirs Executors Administrators and Assignes and euery of them by thees Presents that hee the sayd Richard Dod his Executors Administrators and Assignes shall and may peaceably and quiatly haue hould occuepie posses and enioy all and singular the Praemisses befor by thees Presents bargained and Sould and euery part and parcell thearof with euery the Rights Members and Appurtenances without the lawfull let suit troble Euiction Exquetion interruption or demand of or by the sayd Thomas Baker or of or by his heirs Executors and Administrators or any or eyther of them or of or by any other person or persons Lawfully Claiming from or under them or any of them or their or any of their Uses or by from or under their or any of their title Estate meanes or procurment sufficiently saued and kepe harmles and also acquitted and Discharged or within Conuenient time after Resonable Request made well and sufficiently saued and kepe harmeles of and from all and all manner of formar and other bargaines sailes estats formar leases titell dowers Right or titells of dower Joynturs uses intayles wills Rent Charges Rent Saruices Arrearages of Rent statuts Recognisances Judgments Executions titles troubles Charges and Demands
- [p. 35] whatsoeuer had maed Done or witingly Or willingly suffered by the sayd Thomas Baker for himself his heirs or Assignes or any of them or of or by any other person or person whatsoeuer Lawfully Claiming by from or under them or any of them or to their or any of their uses or by their or any of their titles Estates meanes or procurment and the sayd Thomas Baker for himself his heirs Executor and Administrators all and singular the befor bargained Praemisses with their Appurtenances and euery Part and parcell thearof unto the sayd Richard Dod his heirs Executors administrators and Assignes to the intent and meaning aforsayd shall and will warrant and for euer defend by thees presents In witnes whearof the Parties first aboue named to thees present indenturs haue interchangably set their hands and seales the Day and year first aboue written
- Thomas T Baker ○  
his marke
- Seigned sealed and deliuered together  
with Possession by liuery an sezin  
by turfe and twige in Presence of us  
Sa: Cressey  
Richard R L Lambe  
his marke

M<sup>r</sup> Walter Beane and his wife Elenor acknowledged this ensuing Conueyance of Land unto M<sup>r</sup> James Walker

- [p. 36] This Indentur maed the ninth day of June Anno one thowsand six hundered sixty and six betweene Walter Beane of Charleses County

in the prouince of Mariland Planter of the one part and James Walker of the same County and prouince aforsayd Planter on the other part witeseth the Sayd Walter beane as well for and in Consideration of a valewable Satisfaction payd in hand befor the en-sealing and deliury hearof by the sayd James Walker whearof and whearwith the sayd Walter Beane doth acknowledge himself satisfied Contented and Payd and thearof and of euery Part and Parcell thearof doth acquit and discharge the sayd James Walker his heirs Executors and Administrators and euery of them by thees presents as also for diuers good Causes and Considerations him thearunto Moueing haue granted bargained and sould Assigned set ouer and Confirmed and by thees presents doe fully Clearly and Absolutly grant bargain sell Assigne set ouer and Confirm unto the sayd James Walker his heirs Executors Administrators and Assignes all that Parcell of Land situate liing and beeing in Charleses County aformentioned Liing on the south side of Wicokomeco Riuer Backward from the sayd Land which now the sayd James Walker Poseseth and formarly by him the sayd James Walker sould unto Christopher Carnell laet of this Prouince Deceased and since hath bin sould and posest by seuerall others untill M<sup>r</sup> francis Doughty of laet Minister to this County became Posessor of it and by him sould unto Walter beane Aforsayd begining at a marked oake at the side of a rune and so upon a straight Line to the Land of Thomas Michels now In the Posession of John Cage Runing up the hills to another marked tree opposet to the first Containing by Estimation tow hundered Acres bee it more or lesse now in the tenour or occupation of him the sayd Walter Beane or his Assignes All and singular which parcell of Land together with all and singular the howses buildings structurcs or Edifices whatsoever thearunto belonging or Appertayning together with all orchards gardens pasturs feedings Commons Common of pasturs Range for hogs woods underwoods walter walter Courses fishings foulings ways easments profits Commodities and hereditaments whatsoever unto the sayd parcell of Land belonging or in any mannor of way Appertaining to haue and to hould the sayd parcell of Land and all and singular the Praemisses aformentioned to bee hearby bargained and sould with the Appurtenances and euery part and parcell thearof whatsoever befor named or Receited unto the sayd James Walker & his heirs Executors Administrators and Assignes for Euer yealding and paying thearfore yearly four shillings of good Currant English Monies or the valew thearof in such goods and Commodities as the Receauors or Collectors Appoynted by his Lordshipe shall accept of at the Natiuitie of owr Lord and Sauour Jesus Christ without further delay and the sayd Walter Beane for himselfe his heirs Executors and Administrators doe Couenant grant and Agree to and with the sayd James Walker his heirs Executors Administrators and Assignes and euery

Liber C


[p. 37]

[p. 38]

Liber C of them by thees presents that the sayd James Walker his Executor Administrators And Assignes shall and may Lawfully peaceably and Quiatly haue hould occupie poses and Enioy all and Singular the befor mentioned Praemisses by thees pñts bargained and Sould and Euery part and parcell thearof with euery of the Rights members and Appurtenances without the lawfull let suit troble Euiction Ex-pulsion interruption or demand of or by the sayd Walter Beane or of or by his heirs Executors or Administrators or any or eyther of them or of or by any other Person or persons Lawfully Claiming by from or under them or any of them or their or any of their Uses or by from or under their or any of their titles Estates Meanes or procurment as also Acquited and discharged or within Conuenient time after Resonable Request maed well and sufficiently saued and kepe harmeles of and from al manner of formar and other bargaines Sayles Estaets formar leses titels Dowers Rights or titells of Dowers Joynturs Uses Intayles wills Rent Charges Rent saruices Arrearages of Rents statuts Recognisances Judgments executions titles troubles Charges and demands whatsoever had maed done Committed or wittingly or willingly suffered by the sayd Walter beane his heirs or Assignes or any of them or of or by any other Person or persons Lawfully Claiming by from or under them or any of them or to their

[p. 39] or any of their uses or by their or any of their Titles Estates Meanes or or Procurments and the sayd Walter Beane for himself his heirs Executors and Administrators all and singular the befor bargained Praemisses with their Appurtenances and and Euery Part and Parcell thearof unto the sayd James Walker his heirs Executors Administra-tors and Assignes to the intent and meaning aforesayd shal and will warrant and for euer defend by thes Presents In witnes whearof the Parties first aboue mentioned to thees Present Indentures haue Interchangably set their hands and seales the day and year first above written

Seigned Sealed and Deliuered  
in Presence of us  
Richard foukes  
Jonathan Marler

Walter  Beane ○  
his marke and seal  
Elenor **B** Beane ○  
her marke

M<sup>r</sup> Thomas Allonson Produced this ensuing Letter of Attorney and this ensuing Assignment of Land to M<sup>r</sup> James Lendsey

To all People to whom this Present writing shall Come I hugh Griffigh of Ratlife in the County of Middelsex Marriner send greeting know ye that I the sayd hugh Griffigh haue maed ordayne Constituted Authorised and Appoynted and by thees Presents doe

[p. 40] fully freely and Absolutly make ordaine Constitute authorise And Appoynt my very Louing frind Thomas Allonson of London Mar-  
chant now bound out to Verginia to bee my trew and Lawfull Attorney for mee and in my name and to and for my owne proper use & behoofe to Aske demand Leuy sew for Recouer and Receau

of and from all and all manner of persone and Persons whatsoever all such sune and sumes of Mony debts dewes goods waer Marchandises Claimes and demands whatsoever which are or shall grow dew dew owing payable or belonging unto mee in Verginia aforsayd either by bill bond specialty Accountpt or other probable euidence whatsoever and further to sell let or dispose of all and euey my Lands with their Appurtenances situate in the Prouince of Mariland in Verginia aforsayd to any person or persons whatsoever for such reasonable Rent fine or other Consideration as to my sayd Attorney shall seeme meet Giuing and by thees Presents granting unto my sayd Attorney full power and Authoritie to use such Lawfull ways and meanes for obtayning and Recouering the aforsayd Praemisses and to make and Execute such good and Lawfull assuerance for the letting or selling my sayd Land as the Laws of this kingdome will Permite and suffer and upon Receipt of all or any part of the Praemisses Acquittances or sum Other Lawfull Discharges for mee and in my Name to make seale and Deliuer and Execut Also one Attorney or more under him to nominaet and the same at his pleasiur againe to Reuoake and further to doe say Execute and Accomplish all such other and further lawfull and Resonable Act and Acts thing and things whatsoever Requisit and necessary in and about the Praemisses to bee done in as large and Ample Mannor and forme to all intents and Purposes whatsoever as I myself might or Could doe beeing from time to time personally Present and did the same and whatsoever my sayd Attorney shall Lawfully doe or Cause to bee done in and about the Praemisses I Couenant promise and bind myselfe to Allow mayntayne and Ratifie and to hould the same Irrecoverable In witnes whearof I the sayd hugh Griffith haue hearunto set my hand and seale this nine and twentieth day of September Anno Dñi 1662 and in the fourteenth year of the Raigne of ovr most Gracious Soueraing Lord Kinge Charles the second ouer England &c

Liber C

[p. 41]

the marke of

Hugh H Griffith O

Seigned and Deliuered  
in Pnts of us

Christopher Ellisshier  
George Meares Sen<sup>r</sup>

Bee it knowne unto all men by thees Presents that I Thomas Allonson of Charleses County in the Prouince of Mariland Gent: A trew and lawful Attorney of heugh Griffith Marinor of London for diuers good Considerations mee hearunto moueing haue giuen granted and by thiss my Present deed of Gift doe giue and grant from mee my heirs Executors Administrators and Assignes unto James Lendsey to him his heirs Executors Administrators and Assignes All my Right title and interest of one hundered and fifty Acres of Land adioyning to the Land did belong formarly to Georg Thompson of the sayd County and Prouince Gent: which Land is

[p. 42]

Liber C now in the hands of John wheeler liing in the woods upon the Easternmost branch of Nangemie Creeke I say that hundered and fifty Acres next adioyning to him the sayd wheeler betweene him and the sayd Nangemy Creeke and doe hearby further bind myself my heirs Executors Administrators and Assignes to warrant and defend the same against all Claime or Claimes whatsoever for the sayd James Lendsey his heirs Executors Administrators and Assignes for Euer as witnes this my hand this 3<sup>d</sup> of May A<sup>o</sup> 1666  
 Seigned and Deliuered Tho Allonson  
 in the Presence of us  
 Leonard Greene  
 Alexander Simette

[p. 43] George Thompson Acknowledged this ensuing Indentur unto M<sup>r</sup> Robert Prous and Charles hill

This Indentur maed the nineteenth day of Aprill in the year of owr Lord one thowsand six hundered and sixty six betweene George Thompson of Charleses County in the Prouince of Mariland Gent: of the one Party and M<sup>r</sup> Robert Prous and Charles Hill of New England Marchant of the other Party witneseth that the sayd George Thompson for and in Consideration of a Valewable sume of tobacco to him in hand payd before the Ensealing and Deliuery of thees Presents by the sayd Robert Prous and Charles hill well and truly payd the receipt thearof hee the sayd George Thompson doth hearby acknowledge and himself thearwith fully satisfied and Payd thearof and of eury Part and Parcell thearof doth fully Clearly and Absolutly acquit discharge Exonoraet and Releas the sayd Robert Prouse and Charles hill their heirs Executors and Administrators & Assignes for Euer and by thees Presents hath giuen granted Aliened Bargained Sould Enfeoffed and Confirmed and by thees Presents doth fully Clearly and Absolutly giue grant bargain sell Alien enfeof and Confirme unto the sayd Robert Prouse and Charles Hill their heirs Executors Administrators and Assigns all that Parcell of lang Called the Gift Liing situating and beeing on the North sid of Pascatoway Riuer on the south side of a Creeke in the sayd Riuer Caled Chingamuxkson Creeke begining at A Marked oake standing by the Walter side and Runing North East up the Creeke for breadth the lenth of one hundered and fifty Pearches to a marked Oake the Bound tree of John Hatch bounding on the East with the land of the sayd John hatch for the Lenth of three hundered and twenty Pearches on the South with a line drawne sowth west from the end of the formar line for lenth one hundered and fifty Pearches untill it interceet a Parrarell Line drawne from the first Marked oake one the west with the sayd Parrarell and Parrarell with the Riuer on the North with the sayd Creeke Contayning and now layd out for three hundered Acres more or lesse together with all Right Profits and benefits thearunto belonging (Royall mines Excepted) to haue and to

hould the same unto them the sayd Charles Hill & Robert Prous their  
heirs Executors Administrator and Assignes for euer to bee houlden Liber C  
Of the Right Hon<sup>le</sup> Caecillius absolute Lord and Proprietary of the [p. 45]  
Prouince of Mariland Aualon Lord Barron of Baltemore and of  
them and their heirs as of their Mannor of Zakia in free and Com-  
mon Soccage by fealty only for all mannor of Saruices yealding  
and Paying thearfor yearly unto them and their heirs at their  
Receipt at St Maries at the too most usuall feasts in the year (Viz)  
at the feast of the Annuntiation of the blessed Virgin Mary and  
at the feast of St Michell the Archangell by euen and equall Portions  
the Rent of six shillings starling in siluer or gould or the full valew  
thearof in such Commodities as thay or their heirs or such officer or  
officers as thay or their heirs from time to time to Collect and receau  
the same shal accept in discharge thearof at the Choyce of them  
or their heirs or such officer or officers as aforsayd to haue and  
to hould the sayd Parcell of Land and all and singular the befor  
mentioned Premisses with their Appurtenances and euery part and  
parcell thearof unto the sayd Robert Prous and Charles Hill their  
heirs Executors Administrators and Assignes for euer and the sayd  
George Thompson for himself his heirs Executors Administrator [p. 46]  
and Assignes doth Couenant Grant and Agree to and with the  
sayd Robert Prous and Charles Hill their heirs Executors Ad-  
ministrators and Assignes and euery of them by thees presents that  
thay the sayd Robert Prous and Charles Hille their heirs Executors  
Administrators and Assignes shall and may Lawfully peaceably and  
Quiatly haue hould use Occupie Poses and Enioy all and all mannor  
of the Praemisses befor and by thees Presents bargained and sould  
and euery Part and Parcell thearof with euery of their Rights mem-  
bers and Appurtenances thearunto belonging or in any ways Apper-  
tayning without the lawfull let suit troble Euiction expultion inter-  
ruption or demand of or by the sayd George Thompson his heirs  
Executor Administrators or Assignes or Any or eyther of them or  
of or by any other person or persons Lawfully Claiming by from  
or under him them or any of them or of or by his or their meanes Act  
Consent title Interest Priuitie or Procurment and otherways from  
time to time well and sufficiently saued and kepe harmles by the  
sayd George Thompson his heirs Executors Administrators and  
Assignes of and from all and all mannor of formar Gifts grants  
bargaines sailes Leases morgages Joynturs title of Dower statut  
Marchant and staple Recognisance and of and from all and all  
mannor of Arrearages of Rent to the day of the daet hearof And [p. 47]  
Euery Part and Parcell thearof shall bee Construed Esteemed and  
taken to bee in Ure to the only proper use and behoofe of the sayd  
Robert Prouse and Charles Hill their heirs Executors Administra-  
tors and Assignes for Euer and to no other intent or purpose what-  
soeuer In Verity and truth hearof the parties aboue mentioned haue

Liber C hearunto set their hands and seales the day and yeare aboue written  
 Seigned Sealed and Deliuerd George Thompson O  
 in the Presence of us  
 Walter Hall  
 Thomas Hussey

Nicholaus Emerson Plantiue }  
 Edward Richardson Defendant }

The Plantiue Aresting the deft in an Action of the Case and the Defendant not Appearing

It is thearfor ordered that in Case at the next Court the Sheriff doth not Produce the defendant or his Attorney then Judgment and order to pas against the Sheriffe for the Plantiues Demand According to act of Assembly

[p. 48] Robert Cosselton Plantiue  
 George Harris Defendant

The Plantiue Aresting the defendant in an action of the Case upon detinew and Not hauing According to Act of Assembly for the Entrie of Action Prouided filed his declaration and the defendant Crauing a nonsuit

It is thearfor ordered that the Plantiue shal bee Nonsuited

Whearupon the defendant Crauet an order of Court for his Charges as followeth (Viz)

ℙ A nonsuit.....	lb	100
ℙ one day Coming one day going and a days tendance of the Court it beeing the usual Custom to Allow it at 30 ℙ day	}	090
ℙ the Clarke for his fees ℙ warrant and subpenes and ℙ Recording the order and Caues of the nonsuit with the order of Court for the Defendants Charg.....		
		117

307

It is thearfor ordered that the plantiue shall Pay unto the defendant three hundered and seauen pounds of tobacco and Caske

Alexander Howell Produced this ensuing Petition (Viz)  
 [p. 49] To the Honb<sup>le</sup> the Upper Hous of Assembly The humble Petition of Alexander Howell Most humbly Sheweth

That your Petitioner hath sarued the tearme of fowr years with M<sup>is</sup> Elisabeth Weekes of Charleses County as by discharge from her sayd Saruice mor plainly Appeareth

Since which may it please your honours the Visitation of the Allmighty hath bin inflicted upon your Petitioner by a distemper of the numbe Paulsy and shaking in his Joynts, with a lambenes in his backe knees and legs whearby your petitioner is disinated to get a supportment for his futur liuelihood

Thearfor humbly Prays your tender Consideration of the Praemisses by your honours and withall (out of Clemency) as an obiect of



Charity your honour would bee pleased to macke a prouision for his futur beeing as stands most Requisit to your honours graue Judgment and your petitioner (as in duty bound) will euer pray

Liber C

Endossed on the Backe as followeth

Charles County is bound to prouid for the Petitioner and this hous doth order that the Commissioners of the sayd County in their Court take Care that the sayd County doe prouid for him as Afor-sayd and that any too of the Commissioners are hearby enioyned to prouide for the Petitioner till the sayd County Court and the sayd two Commissioners to bee them to whome the sayd Petitioner applys himself to. [p. 50]

It is thearfor ordered that Thomas Gibson who hath undertaken to keepe the sayd Alexander howell shall haue to find him the sayd howell good and sufficient meat drincke and Cloaths washing and Lodging all the sayd Howell Labour and fourteen hundered pounds of tobacco P<sup>er</sup> Annum out of the Leuy as long as hee shall keepe him.

M<sup>r</sup> Thomas Mathews Produced this Ensuing Commission with the oath Anexed unto it as followeth.

Caecilius Absolut Lord and Proprietary of the Prouince of Mariland and Auolon Lord Baron of baltemore &<sup>c</sup> know yee that wee Reposing speciall Confidence and trust in you Thomas Mathews gent: and for that the County Court of Charleses County haue presented you amongst three to sarue as sheriffe for the sayd County for this ensuing yeare haue Constituted and ordained and Appoynted and doe by thees Presents Constitute ordayne and Appoynt you Sheriffe of the sayd County and to haue such priuileges and benefits as any other sheriffe of your sayd County euer haue had held and enioyed or of Right ought to haue had held or enioyed to haue and to hould the sayd office and Imployment for one whole year to bee Computed from the first day of May next ensuing and after till an other sheriffe by your sayd County Court bee presented shal bee lawfully by pattent Constituted Prouided that hee the sayd Thomas Mathews doe in open Court In his sayd County tacke the oath of a sherife hearunto Anexed and giue security for the well discharging of his office and trust according to the Act of Assembly in that Case Prouided giuen At S<sup>t</sup> Maries under ovr lesser seale of ow sayd Prouince of Mariland the twentieth day of Aprill in the four and thirtith yeare of ovr dominion ouer ovr sayd Prouince of Mariland Annoq<sup>ue</sup> domini one thowsand six hundered and sixty six witnes ovr deare Sonn and heire Charles Caluert Esq<sup>ue</sup> ovr Liuetennant Generall of ovr sayd Prouince of Mariland [p. 51]

Charles Caluert

You shall well and truly sarue the Lord Proprietary in the office of a sheriffe of the County of Charles and doe his Lordships profit in all things that belong unto you by way of office as far forth as

Liber C you Cane or may you shall truly and Rightfully treat the people of your sheriffwicke and doe right as well to the poore as to the Rich in all that belongs unto your office you shall doe no wrong to any man for any guift favour hate or other affection you shall dewly execute so far as you may all such writs and warrants as shall bee to you derected by lawfull Authoritie and thearof you shall make a trew Returne according to the tenor of the write Soe helpe you God

The Precedent oath was taken by M<sup>r</sup> Thomas Mathews who immediatly deputed M<sup>r</sup> Thomas Allonson his under sheriffe who also tooke the same oath.

[p. 52] The Court is Adiourned till the second tuesday in August A<sup>o</sup> 1666

John Bruerton demands a warrant against M<sup>r</sup> Thomas Stone in an Action of trespas for taking up and detaining one young Maer and Colt

Subpene Nicholaus Emerson George harris Roger Dickeson John Bankes

Warrant and subpenes to the sheriffe Returnable the 14<sup>th</sup> of August A<sup>o</sup> 1666

M<sup>r</sup> William Neuill demands a summons for M<sup>r</sup> William Price and John Lamber to surrender his Estate into his hands

Summons to the Sheriffe to warne Ret ut supra

Henry francom demand a warrant against John Thomas in an Action of trespas

Warrant to the Sheriffe to Arest & Ret : ut supra

At A Court held in Charles County August 14 A<sup>o</sup> 1666 Present Commissioners

M <sup>r</sup> James Lendsey	
M <sup>r</sup> Joseph Harrisson	{ M <sup>r</sup> Francis Pope
M <sup>r</sup> Walter Beane	{ M <sup>r</sup> William Marshall

Edmond Lendsey the Attorney of M<sup>r</sup> Edward Richardson appeared and demanded what any person had to say unto hime to which nobodie maed Reply whearupon hee produced this ensuing letter of Atturney and desired that it might bee recorded.

[p. 53] Know whom it may Consarne that I Edward Richardson of London Marchant Reposing much trust and Confidence in the Caer and integretie of my trusty and well beloued frind Edmond Lendsey of S<sup>t</sup> Thomas his Creeke in Charleses County doe by thees Presents make ordaine Constitute and Appoynt and by thees Present haue maed Constituted and Appoynted him the sayd Lendsey to bee my

trew and Lawfull Attorney for mee in my name and for my use to  
 Aske sew for leuy Recouer and Receaue any such debt or debts sume  
 or sumes of tobaccoes or any thing els that shall Appaere by any  
 mannor of way or meanes to bee in any wise dew unto mee the  
 abouesayd whether by bond bill booke debt Accoumpt or what else  
 soeuer and it shall lickwise bee lawfull for my sayd Attorney to  
 acquite Exonoraet discharge imprison implead and out of prison  
 to release any mannor of person or persons whatsoever that are by  
 any mannor of way become obliged to mee and it shall lickwise  
 for my sayd Atturney to impower one or more Attorneys to act  
 under him on my behalfe and whatsoever hee or any of them doe  
 in the abouesayd Praemisses shall bee as well done as if I my selfe  
 wear personally present in Confirmation whearof I haue hearunto  
 set my hand and seale this 26<sup>th</sup> Aprill A<sup>o</sup> 1666

Seigned sealed and deliuered in  
 presence of us as witnesses

Edward Richardson

○

Joseph Horton

Robert Leeds

This Indentur maed the eleuenth day of August Anno one thow- [p. 54]  
 sand six hundered sixty & six betweene John Courts of Charleses  
 County in the Prouince of Mariland Planter of the one party and  
 Edward Philpot of the same County wheelright of the other Part  
 witneseth that the sayd John Courts as well for and in consideration  
 of the quantitie of tow thowsand pounds of tobacco and Caske in  
 hand payd befor the ensealing and deliury hearof by the sayd  
 Edward Philpot whearof and whearwith the sayd John Courts doth  
 acknowledg himself satisfied Contented and payd and thearof and  
 of euery part and parcell thearof doth acquit and discharge the sayd  
 Edward Philpot his heirs Executors Administrators and euery of  
 them by thees Presents as also for diuers other good Causes and  
 Considerations him hearunto moueing haue granted bargained and  
 sould Assigned set ouer and Confirmed and by thees presents doe  
 fully Clearly and Absolutly grant bargain sell Assigne set ouer  
 and Confirme unto the sayd Edward Philpot his heirs Executors  
 Administrators and Assignes all that Parcell of Land situat Liing  
 and beeing in Charleses County aformentioned Called the Courts  
 Pallace liing on the North side of Patomacke Riuer and on the  
 west side of the maine fresh of wickcomeko Riuer begining at a  
 marked oake by the fresh side to a knowne Landing Place Runing  
 west southwest into the woods for the breadth fifty Pearches to a  
 marked oake bounding on the west by a line drawne North west  
 and bee North for the lenght of too hundered twenty and fve [p. 55]  
 Pearches and with a line drawne North North west from the end  
 of the North west and bee north line ninghty and fve Pearches to  
 a marked oake on the North by a line drawne East north East from  
 the sayd oake for breadth fifty pearches one the east by a line

Liber C drawne south south East from the end of the east north east line unto the first marked tree on the South by the west south west line Containing and now Layd out for one hundred Acres more or lesse now in the tenour or occupation of him the sayd John Courts all and singular which sayd Parcell of land together with all and singular the howses buildings structures or edifices whatsoever thereunto belonging or Appertaining together with all the orchards gardins Pasturs feedings Commons Commons of Pastur Raingings for hogs woods underwoods walter walter Courses fishing foulings ways easments Profits Commodities and hereditaments whatsoever unto the sayd Parcell of land belonging or in any manner of way Appertaining except a small parcell lying at the first bound tree being fifty paces by branch and twenty five paces by woods which sayd Parcell is mentioned in the Assignment upon the patten to have and to hold the sayd parcell of Land and all and singular the premises aforementioned to be hereby bargained and sold with the Appurtenances and every part and parcell thereof whatsoever before named or Received unto the sayd Edward Philpot and his heirs Executors And Administrators and Assignes for ever and the sayd John Courts

[p. 56] for himself his heirs Executors Administrators doe Covenant and Agree to & with the sayd Edward Philpot his heirs Executors Administrators and Assignes and every of them by thees Presents that hee the sayd Edward Philpot his heirs Executors Administrators and Assignes shall and may lawfully peaceably and quietly have hold occupie Posses and enjoy all and singular the Premises before by thees presents bargained and sold and every part and parcell thereof with every of the Rights members and Appurtenances without the lawfull let suit trouble Ejection expulsion or interruption or demand of or by the sayd John Courts or of or by his heirs Executors or Administrators or any of them or either of them or of or by any other person or persons Lawfully Claiming from by or under them or any of them or their or any of their Uses or by from or under their or any of their titell estate meanes or Procurment as also acquitted or discharge or within Convenient time after Reasonable Request made well and sufficiently saved and kept harmless and of and from all and all manner of former and other bargains sales Estates former leases Titles dowers Rights or titles of dower Joyntures uses Entayles wills Rent Charges Rent services Arrearages of Rents statute Recognisances Judgments Executions titles troubles Charges and demands whatsoever had made done Committed or wittingly or willingly suffered by the sayd John Courts his heirs or Assignes or any of them or of or by any other person or Persons whatsoever Lawfully Claiming by from or under them or any of them or to their or any of their uses or by their or any

[p. 57] Of their titells Estates meanes or procurment and the sayd John Courts for himself his heirs Executors and Administrators all and singular the before bargained Premises with their Appurtenances

and euery part and Parcell theirow unto the sayd Edward Philpot his heirs Executors and Administrators and Assignes to the intent and meaning aforsayd shall and will warrant and for euer defend by thees presents the rents and saruices which from henceforth from time to time (for and in respect of the befromentioned Praemisses hearby sould) which shall grow dew or payable to the Cheife Lord or Lords of the fee or fees thearof for and in Respect of his or their Signiory or signiorys only Excepted and fourprised in witnes whearof the parties first aboue mentioned to thees present indenturs haue interchangably set their hands and seales the day and yeare first aboue written John Courts ○

Seigned sealed and deliuered together Margeret 8 Courts ○  
 with possession by liury and sezin  
 by turfe and twice in the presence of us her marke  
 Edward S Swan  
 his marke  
 Thomas H Hopkins  
 his marke  
 Hen Cole

Liber C

Edward and Elisabeth Swan acknowledged this ensuing Conueyance of Land to Gilber Corner in open Court

This Indentur maed the Eleuenth day of August A° 1666 betwene Edward Swane of Charleses County in the prouince of Mariland Planter of the one party and Gilber Corner of the same County Taylor of the other Party witnesseth that the sayd Edward swan as well for and in Consideration of four thowsand pounds of tobacco and Caske in hand payde before the ensealing and deliuey hearof by the sayd Gilbert Corner whearof and whearwith hee the sayd edward Swane doth acknowledge himself satisfied Contented and payd and thearof and of euery part & Parcell thearof doth acquite and discharge the sayd Gilbert Corner his heirs Executors Administrators and euery of them by thees Presents as also for diuers othere good Causes and Considerations him hearunto moueing haue granted bargained and sould Assigned set ouer and Confirmed and by thees Presents doe fully Clearly and Absolutly grant bargain sell Assigne set ouer and Confirme unto the sayd Gilber Corner his heirs Executors Administrators and Assignes all that Parcell of land situating liing and beeing in Charleses County afromentioned Called Chestnut Poynt one the west side of wico-comeko Riuer begining at a bounded whit oake the bound tree of the sayd Edward Swan Edward Philpot and William Marshall and Runing southwest for breadth from the sayd oake the lenght of one hundred Peaches to a bounded oake the bound tree of William Marshall bounding on the south with a line drawne north west from the sayd William Marshalls bound tree by a branche to the bound tree of M<sup>r</sup> Francis Pope and a line from the sayd popes [p. 58]

Liber C Northwest three hundered And twentie Pearches to a bounded  
 [p. 59] Pokikery one the west with a line drawne north East from the  
 sayd Pokikery one hundered Pearches to a bounded oake one the  
 North with a line drawne south east to the first bounded oake one  
 the east with the sayd south west line Containing and now layd  
 out for too hundered Acres more or lesse and now in the tenour  
 or Occupation of him the sayd Gilbert Corner all and singular  
 which sayd parcell of land togeather with all and singular the  
 houses buildings structur Edifices whatsoever thearunto belong-  
 ing or Appertayning togeather with all the orchards gardins Pas-  
 turs feedings Commons Commons of Pastur Raingings for hoggs  
 woods underwoods walter walter Courses fishings foulings ways  
 Easments Profits Commodities and hereditaments whatsoever unto  
 the sayd parcell of Land belonging or in any mannor of way apper-  
 taining to haue and to hould the sayd Parcell of land and all and  
 singular the Praemisses aformentioned to bee hearby bargained  
 and sould with the appurtenances and euery part and parcell thearof  
 whatsoever before named or recited unto the sayd Gilbert Corner  
 his heirs Executors Administrators or Assignes for euer and the  
 sayd Edward Swan for himself his heirs Executors and Adminis-  
 trators doe Couenant and Agree to and with the sayd Gilbert Corner  
 his heirs Executors Administrators and Assignes and euery of them  
 by thees Presents that hee the sayd Gilbert Corner his heirs Execu-  
 tors Administrators and Assignes shall and may lawfully peaceably  
 [p. 60] and quietly haue hould Occupie Posses and enioy all and singular  
 the praemisses befor by thees presents bargained and sould and  
 euery part and parcell thearof with euery the rights members and  
 Appurtenances without the lawfull let suit troble euiction expulltion  
 interruption or demand of or by the sayd Edward Swane or of or  
 by his heirs Executors or Administrators or any or eyther of them  
 or of or by any other person or persons lawfully Claiming from by  
 or under them or any of them or their or any of thear uses or by  
 from or under their or any of ther title estate meanes or procurment  
 as allso acquitted and discharged or within Conuenient time after  
 Resonable Request maed well and sufficiently saued and kepe harme-  
 lesse and of and from all and all manner of formar and other bar-  
 gaines sales estates formar leases titles dowers Rights or titles of  
 Dowers Joynturs uses intailes wills Rent Charges Rent saruices  
 Arrearages of Rents statut Recognisances iudgments Executions  
 titles troubles Charges and demands whatsoever had maed done  
 Committed or wittingly or willingly suffered by the sayd Edward  
 Swan his heirs or Assignes or any of them or of or by any other  
 Person or persons whatsoever lawfully Claiming by from or under  
 them or any of them or to their or any of their uses or by their  
 or any of their titles estates meanes or Procurments and the sayd  
 Edward swan for himself his heirs Executors and Administrators  
 all and singular the before bargained praemisses with their Appur-

tenances and euery Part and Parcell thearof unto the sayd Gilbert  
 Corner his heirs Executors Administrators and Assignes to the  
 intent and meaning aforsayd shall and will warrant and for euer  
 defend by thees Praesents, the Rents and saruices which from  
 henceforth from time to time (and in respect of the aforementioned  
 Praemisses hearby sould) which shall grow dew and payable to  
 the Chief lord or Lords of the fee or fees thearof for and in  
 respect of his or their signiorie or Signiories only excepted and  
 foreprised in witnes whearof the parties aboue named to thees  
 Present indenturs haue interchangably set their hands and seales the  
 day and yeare first aboue written Edward S Swan O  
 Seigned sealed and Deliuered together his marke  
 with Possession by Liuary and sezin Susannah S Swan O  
 by turfe and twige in presence of us her marke  
 John Courts  
 Thomas Pope  
 Hen Cole

Liber C  
 [p. 61]

William Neuill Thomas and his wife Johanna hussey acknowl-  
 edged this ensuing Conueyance of Land to Thomas Wentworth in  
 open Court.

The Indenture maed the thirteenth day of August A° 1666 Be-  
 tween William Neuill of Charleses Countie in the Prouince of  
 Mariland Planter and Thomas Hussey of the sayd Place Gent:  
 and Johanna his wife the Relict of John Neuill deceased of the  
 one part and Thomas wentworth of the sayd place planter of the  
 other Party witneseth that the sayd William Neuill and Thomas  
 and Johanna Hussey as well for and in Consideration of the sume  
 of tow thousand six hundered pounds of tobacco by bill Past from  
 the sayd Wentworth to John Neuill deceased which sayd tobacco  
 is by the sayd wentworth to the sayd William Neuill and Thomas  
 and Johanna Hussey payd the receipt whearof thay doe by thees  
 presents acknowledge and themselues to bee thearwith fully satis-  
 fied Contented and payd as also for diuers other good and valewable  
 Causes and Considerations them thearunto moueing haue bar-  
 gained sould Aliened and set ouer and by thees Presents doe bar-  
 gaine sell alien and set ouer unto the sayd Thomas wentworth his  
 heirs executors and Administrators and Assignes one Certaine tract  
 of land Liing on the north side of Pascataway Riuer and Commonly  
 knowne by the name of wheelers Palme Contayning one hundered  
 and fifty Acres more or les buted and bounded as per pattent under  
 the great seale of this Prouince Relation beeing thearunto had may  
 more at large appeare which sayd Land for the Consideration aboue  
 sayd was sould to the sayd Thomas wentworth by the sayd John  
 Neuill deceased yet not acknowledged by reason of his decease  
 befor the Court, together with all howses Edifices buildings ways  
 water courses and other Commodities and Appurtenances to the

[p. 62]

- Liber C sayd land belonging or in any ways appertaining to haue and to  
 hould the same unto the sayd Thomas Wentworth his heirs and  
 Assignes for euer and the sayd William Neuill Thomas and Johanna  
 hussey doe for themselues and euery of them their and euery of  
 their heirs Executors and Administrators and euery of them
- [p. 63] Couenant Promis and grant to and with the sayd Thomas Wentworth  
 his heirs Executors Administrators and Assignes that the before  
 Aliened Praemisses with their Appurtenances are and for euer  
 hereafter shal bee and Continew free and Clear discharged and  
 acquitted or otherways at all times saued and kepe harmles by the sayd  
 William Neuill and Thomas and Johanna hussey and euery of them  
 their and euery of their heirs Executors and Administrators of and  
 from all and singular formar and other bargaines sales grants Es-  
 tates bonds statuts intrusions Dowers titell of dowers Joynturs  
 Rent arrearages of Rents and other Charges and incumberances what-  
 soeuer had made done or growne or to bee had maed done or  
 growne by the sayd William Neuill Thomas or Johanna Hussey  
 or by any other person or persons under their title or by their  
 meanes or procurment and that the sayd Thomas Wentworth his  
 heirs Executors administrators and Assignes shall and may peace-  
 ably and Quiatly from hence forth for euer haue hould and Occupie  
 the sayd Land and all and singular other the Praemisses with the  
 Appurtenances and tacke Perceauce Receauce and enioy the Rents  
 issews and profits thearof to the use of the sayd Thomas Wentworth  
 his heirs and Assignes without any let trouble euiction recouery or
- [p. 64] expulsion of or by the sayd William Neuill Thomas or Johanna  
 Hussey or otherways by any other person or persons by from or  
 under them or any of them their or any of their meanes title or  
 procurment in witnes whearof the parties aforesayd to thees indentur  
 interchangably haue put their hands and seales the day and yeare  
 first aboue written William Neuill ○  
 Seigned sealed and deliuered Thomas Hussey ○  
 in the presence of us Johanna **IH** Hussey ○  
 Gerrard fouke John Lewgar her marke  
 John Wright

Mr John Lewgar and his wife Martha acknowledgeth this ensuing  
 Conueyance of land Land to John Wright

This indentur maed the 13<sup>th</sup> of August Anno Domini 1666  
 Betweene John Lewgar of Charleses County in the Prouince of  
 Mariland Gent & Martha his wife of the one Party and John wright  
 of the sayd County Gent: of the other Party witneseth that the sayd  
 John and Martha his wife for diuers good Considerations and  
 Causes them thearunto moueing and more especially for and in  
 Consideration of fifty pounds starlyng dew to the sayd Lewgar his  
 heirs or Assignes by a specialtie past from the sayd wright to the  
 sayd Lewgar which sayd specialtie is now in England Payable to



the sayd Lewgar his heirs Executors Administrators or Assignes  
 As Aforsayd haue bargained sould Aliened and set ouer and by  
 thees Presents doe bargaine sell Alien and set ouer unto the sayd  
 John Wright and his heirs for euer one Certayne tract of Land  
 out of his Mannor of one thowsand Acres wher hee now dwell in  
 Charleses County aforsayd situate liing and beeing as followeth that  
 is to say on the north side of a beuor dam bounding on the east with  
 a branch Caled S<sup>t</sup> Elisabeths branch and a line drawne north from  
 a marked Poplar standing on the brow of the hill in the sayd branch  
 for the lenght of one hundered and fifty pearches to a marked oake  
 one the north by a line drawne west from the sayd Oake to a  
 swampe or branch Called the deepe swampe one the west on the sayd  
 Swampe on the south on the sayd dam as it now stands marked  
 and layd out for one hundered and fifty Acres more or lesse Re-  
 saruing only to them the sayd John and Martha their heirs Execu-  
 tors and Administrators from the sayd wright his heirs Executors  
 and Assignes the benefits and Priuileges and Jurisdctions to them-  
 selues of a Mannor as amply as is by Pattent to the sayd Lewgar  
 granted together with all ways Profits walter Courses and Com-  
 modities whatsoever to the sayd Land belonging or in any wise  
 Appertayning except as is before Resarued to haue and to hould the  
 same unto the sayd John Wright his heirs And Assignes for euer  
 yealding and paying thearfor yearly and euey yeare as aforsayd  
 unto the sayd John Lewgar or Martha his wife their heirs Executors  
 Administrators or Assignes one Rosting Pige and too Capons upon  
 the mannor hows of the sayd Mannor it beeing Called S<sup>t</sup> Barbaraes  
 On or upon the fourth day of december and the sayd John Lewgar  
 and Martha his wife doe for themselues their heirs Executors And  
 Administrators Couenant Promise and grant to and with the sayd  
 John wright his heirs Executors Administrators and Assignes that  
 the sayd Land and Praemisses Now are and for euer hereafter  
 shall bee and Continew Cleare and free discharged and Acquited or  
 otherwise at all times saued and kepe harmles by the sayd John  
 and Martha Lewgar their heirs Executors and Administrators of  
 and from all and singular other bargains sayles Grants Estats  
 statutes and intrusions Dowers title of Dowers Joynturs Rents  
 Arrearages of Rents and other Charges and incumbrances what-  
 soeuer had maed done or growne or to bee had maed done or  
 growne by the sayd John or Martha Lewgar or by any other person  
 or persons under their title or by thear meanes or procurment and  
 that the sayd John wright and his heirs shall and May peaceably  
 and quietly from hence forth for euer haue hould Occupie the sayd  
 Land and praemisses with the Appurtenanses and tacke Perceau  
 Receau and enioy the Rents issews and Profits thearof to the  
 use of the sayd John Wright and his heirs without any lett trouble  
 euiction Recouery or repulsion of or by the sayd John or Martha  
 Lewgar But in Case Default of payment bee by the sayd John

Liber C

[p. 65]

[p. 66]

Liber C Wright his heirs Executors Administrators or Assignes either of the fifty pounds starling according to specialty as aforsayd or of any yearly rent or Rents befor mentioned then it shall and may bee lawfull for the sayd John and Martha Lewgar or either of them their or either of their heirs Executor Administrators or Assignes upon [p. 67] the the aforbargained Praemisses to Reenter Haue againe Reposesse and enioy to their owne proper uses and behoofs any thing in this indentur of salle Contained to the Contrary notwithstanding and then this indentur to bee voyd and of none effect in witnes whearof the parties aforsayd to thees Indenturs Interchangably haue put their hands and seales the day and yeare first aboue written

Seigned sealed and deliuered	John Lewgar	○
in the presence of us	Martha + Lewgar	○
Gerrard fouke	W <sup>m</sup> Price	her marke
Thomas Wentworth		

M<sup>is</sup> Johanna the Relict of John Neuill acknowledgeth a years Rent dew for an allienation of fue hundered Acres of land from henry Moore unto her

Edward Philpot Acknowledged a fine for an alienation of one hundered Acres of one years Rent dew to to the Lord Proprietary it beeing Alienated from John Courts to the sayd Philpot

Gilbert Corner acknowledgeth a years Rent dew for an Alienation from Edward Swan to him for too hundered Acres of land

Thomas Wentworth acknowledgeth a year Rent dew for an Alienation from William Neuill Thomas and and Johanna Hussey of one hundered and fifty Acres of land to him the sayd Wentworth

John Wright acknowledgeth a years Rent dew for an Alienation of one hundered and fifty Acres of land from M<sup>r</sup> John Lewgar unto him the sayd Wright.

[p. 68] John Goodge Entereth his marke of hogs and Cattell (Viz) Cropt on boath Eares with a hole in the Right Eare and too slits in the left.

John Bruerton by his Attorney	} The Plantieue aresting the defendant in an action of trespas Prefered his Declaration as followeth
William Price Plantieue	
M <sup>r</sup> Thomas Stone Defendant	

To th<sup>e</sup> Worshipfull Commissioners of Charleses Countie

J <sup>no</sup> Bruerton by his	The Pft declaers against the defendant
Attorney W <sup>m</sup> Price Pft	for that the defeñ hath and still doth
M <sup>r</sup> Thomas Stone Dft	detaayne one young maer and Colt hau-

ing her uniuistly in his posession notwithstanding thay haue seuerall times bin demanded much to the damage and detriment of the Plantieue which the plantieue is able to make appeare whearupon the Plantieue brings his suit humbly Crauing order for his maer and Coult and Dammages with Cost and Charge of suit and &c.

This buisnes (upon a noat produced by the sayd Stone from William Caluert Esq to M<sup>r</sup> Henry Adams whearin hee requested that a referance might bee granted him in this buisnes till the next Court by reason hee was visited by sicknes and coold not bee at this Court) Is Respited untill the next Court which is on the second tuesday in september next ensuing the daet hearof. Liber C

Whearupon the Plantiue humbly Requested that hee might haue his Euidences sworne which was granted. [p. 69]

Nicholaus Emerson sworne and examined in open Court sayeth that hee falling into discours with M<sup>r</sup> Thomas Stone Concerning a filly that was sould by M<sup>r</sup> John Stone unto Samuella Harris this deponant demanded of the sayd M<sup>r</sup> Thomas Stone whos lose it should haue falen unto in Case the filly had died and the sayd M<sup>r</sup> Thomas stone Replyed Samuella Harrisses and thearupon this deponant alleaged that then in Consience it ought to bee Samuella Harrisses and further sayeth not.

George Harris Sworne and Examined in open Court sayeth that hee beeing at M<sup>r</sup> Thomas stones hee heard M<sup>r</sup> Emerson and the sayd stone discoursing Concerning a filly that Samuella Harris had baught of M<sup>r</sup> John Stone and the sayd Emerson Asked M<sup>r</sup> Thomas Stone that if in Case the sayd filly had died who should haue stood to the losse and M<sup>r</sup> Thomas Stone Replyed Samuella Harris and further sayeth not.

Roger Dickeson Sworne and Examined in open Court sayeth that hee went ouer with M<sup>r</sup> Bruerton when hee went to demand the beast (which hee the sayd Bruerton had baught of Samuella Harris) of M<sup>r</sup> Thomas Stone and the sayd stone Replyed that hee woold not deliuer her for if hee deliuered her hee might come to pay for her out of his owne Estate and for what tobacco samuella harris had payd unto his brother for her hee woold Returne it againe and further sayeth not. [p. 70]

John Banckes sworne and Examined in open Court sayeth that hee went ouer with M<sup>r</sup> Bruerton when hee went to demand the filly (which hee the sayd Bruerton had baught of Samuella Harris) of M<sup>r</sup> Thomas Stone and the sayd stone Replied that hee woold not deliuer her for if hee should hee might come to pay for her out of his owne Estate and for what tobacco Samuella harris had payd to his brother for her hee woold Repay it and further sayeth not.

To the Worshipfull Commissioners of Charleses County the humble Petition of William Neuill Humbly Sheweth

That whearas your Petitioner hath proued himself to bee of Age and hath bin Referred from S<sup>t</sup> Maries to this Court for the receauing of the Accoumpts belonging to his Estate whearfor your petitioner humbly Craueth the worshipfull Court that hee may haue the Priuiledge of making Choice of a man for the Receauing of the sayd Accoumpts and that the sayd Person may bee impowered

Liber C to receaue the sayd Accountps in the behalf of your petitioner and hee shall pray &<sup>c</sup>

[p. 71] It is granted unto William Neuill that hee may make Choyce of whome hee please to receaue the Accountps of his Estate.

Whearupon hee maed Choyce of Samuell Cressey who is by this Court Impowered to Receaue the Accountps of the sayd William Neuills Estate in the behalf of the sayd Neuill

The Court is Adiourned till the second tuesday in September A<sup>o</sup> 1666

Richard Pinner Entereth his marke of hogs and Cattell (Viz) a hole in boath Eares and a small swallow forke upon Each Eare And of Cattell braught out of Verginia with a Crope and a hole in boath Eares.

Edmond Lendsey Entereth this marke of hogs and Cattell for his daughter Anne (Viz) Cropt on boath Eares and underkeeled on the Right Eare and the left Eare a hole in it.

Francis Addames Entereth his marke of hogs and Cattell Videlicet a smal peece taken of from the tipe of the left Eare and so from the Cornerners thearof slit right downe halfway the Eare and then euen with the depth of the slit the upper part and lower part of the Eare taken away and on the underpart of the same Eare a smale Circumfering peece taken away and the Right Eare slit Right downe.

[p. 72] M<sup>r</sup> Henry Addames Entereth the Globe for his brand marke of horses maers Gelding or any other things

M<sup>r</sup> William Price as the sayd Bruertons Atturney demand subpene for M<sup>r</sup> Jherome Dickeson to testifie upon oath in a differance depending betweene M<sup>r</sup> John Bruerton and M<sup>r</sup> Thomas Stone

Subpene to the Sheriffe to warne & Ret: 11 sept<sup>r</sup>

M<sup>r</sup> Thomas Stone demand subpenes for M<sup>r</sup> Jherome Dickeson and John Swaine to testifie upon oath in a differance depending between M<sup>r</sup> John Bruerton and ditto Stone at the suit of the sayd stone.

Subpene to the Sheriffe to warne &<sup>c</sup> Ret ut supra

At A Court held in Charleses County the 11<sup>th</sup> of September A<sup>o</sup> 1666

M <sup>r</sup> Henry Addames }	Present	{ M <sup>r</sup> James Lendsey
M <sup>r</sup> Zachery Waed }	Commissioners	{ M <sup>r</sup> Joseph Harrisson

M <sup>r</sup> John Bruerton Plantiue	} This buisnes Beeing Respited from the Last Court and now no person appearing for the Plantiue the defendant humbly Craueth a nonsuit upon the Plantiues default of Appearing or an Atturney for him which is granted
M <sup>r</sup> Thomas Stone P Atturnatum	
William Caluert Esq; Defendant	

It is thearfor ordered that the Plantiue shall bee nonsuited and pay the Cost and Charge of suit.

Whearupon the defendant Craued an order of Court for his Charges which is as followeth (Viz) Liber C  
[p. 73]

<p> P a nonsuit. . . . . 100  P 6 day for Will Caluert  Esq th<sup>t</sup> is for Coming and  going from and too saint  Maries &amp; one days tendance  P Attorneys fee. . . . . 060    370 </p>	<p> P his too witness 3 days  apeece at 30 P day. . . . .  P 3 days for M<sup>r</sup> Thomas  Stone the last Court. . . . .    270  370  640 </p>
--	---

It is thearfor ordered that the plantiue pay unto the defendant for his Charge of suit six hundered and forty pounds of tobacco and Caske as by th<sup>e</sup> Aboue specified accoump demonstrats mor playnly the particulars.

William Caluert Esq As the Lord Proprietarys Attorney Requesteth that Nicholaus Emerson might haue his oath giuen him to declaer what Estate hee hath of John Bruertons in his hands by reason that hee hath an indictment to bring against him

Nicholaus Emerson Sworne and Examined in open Courts sayeth that hee only stands indebted to the sayd Bruerton fourteen hundered and fifty three pounds of tobacco Payable sum time in Nouember or december next ensuing the daet hearof and further sayeth not

Whearupon the sayd Caluert as his Lordships Attorney that the sheriffe may Attache the sayd tobacco in the sayd Emersons hands which was by the Court granted

It is thearfor ordered that the Sheriffe Atache the fourteen hundered and fifty three pounds of tobacco dew from Nicholaus Emerson unto John Bruerton (sum time in Nouember or december according to the sayd Emersons oath) in the hand of the sayd Emerson

Which order was immediatly in the face of the Court by the Sheriffe put in Execution. [p. 74]

Whearupon the William Caluert Esq Aleageth that thear is Conueyance of a Maer past from John Stone who is Verderage unto Samuella Harris which hee as the sayd stones Attorney desireth in it now beeing in the hands of M<sup>r</sup> William Price.

It is thearfor ordered that the sayd M<sup>r</sup> William Price deliuer the sayd writting in the Clarkes hands and thear to bee kepe untill the next Court or at the furthest but till the second tuesday in January next ensuing the daet hearof in which time the sayd Bruerton may and shall show good Cause why the sayd Paper shoold not bee deliuered up unto the sayd M<sup>r</sup> Thomas Stone as Guardian of his Brother M<sup>r</sup> John Stone who beeing underage past the sayd obligation unto Samuella Harris

Whearupon the sayd Price deliuered up the sayd obligation according to the tenour of the order

Liber C John Tomkinson in the Absence of M<sup>r</sup> Thomas Mathews was sworne to make a trew interpretation of Misapacka a nangemy Indians Complaint

Who sayeth that Misa Packa sayeth that hee baught Corne at Pamunkey and that hee hired and indian and gaue him ten armes lenght of Rowanoake to bring the Corne and beanes which hee had also thear baught in a Cannow to his hows at Nangemie and the sayd Indian was Coming along upon The Riuer against M<sup>r</sup> Pinnars hows was hayled and thearupon According to the Articles hee Came ashoare and thay thearupon immediatly seased him and bound him and Caried him unto M<sup>r</sup> Waed hows but when hee Returned thear was missing about one hogset of Corne a bushell of Beanes one boule and too mats

It is thearfor ordered that M<sup>r</sup> Richard Pinnar bee sommoned to the next Court, which is the Court to bee held in Charleses County on the second tuesday in Nouember and thear to Answer unto the sayd Indians Complaint:

Whearas At A Court held in Charleses County the 11<sup>th</sup> of September A<sup>o</sup> 1666 John Bruerton of Verginia was Plantiue and Thomas stone of Mariland Gent: Defendant and the sayd bruerton not appearing a iudgment for default of Appearance was granted to the defendant for a nonsuit with an order of Court for his Charges which is as followeth

ℙ a nonsuit.....	100
ℙ 6 days of William Caluert Esq <sup>s</sup> for Coming and going to and from S <sup>t</sup> Maeries and one days tendance.....	200
ℙ Attorneys fees.....	060
ℙ the sayd Stones witnesses (Viz) for Jheromie Dickeson and John Swayne 3 days a peece.....	180
ℙ 3 days for M <sup>r</sup> Thomas Stone th <sup>e</sup> last Court.....	090

640

[p. 76] Thees are thearfor in the Name of the Right hon<sup>ble</sup> Lord Proprietary to will and Requir you upon sight hearof to leuy by way of Executione the sume of six hundered and forty pounds of tobacco upon Any of the goods debts or Chattells of the sayd bruerton in any part of this Countie and that to deliuer unto M<sup>r</sup> Thomas Stone hearof fayle not as you will answer the Contrary at your perill and for so doing this shall bee your write giuen under my hand this 11<sup>th</sup> of September A<sup>o</sup> 1666 James Lendsey

Leuy also thees fees following

to the Clarke ℙ accoumpt.....	468
ℙ this Execution drawing and recording..	032

500

Returned Executed by the Sheriffe

The Court is Adiourned till the Second tuesday in Nouember Anno Liber C  
Domini 1666

John Muns Entereth an **I M** for his brand marke of horses Maers Geldings or any thing Elce

John Dent Entereth his marke of hogs and Cattell (viz) the Right Eare Cropt and the left Eare slit downe the middell and the upper half taken away.

James Bouling Craued An Attachment against the Croke of Wil- [p. 77]  
liam Moulton boath of Corne and tobacco beeing upon the ground of Gils Tomkinson and for fue hundred pounds of tobacco against Cuthbert shafer in the hands of John Morrisse thay hauing taken away his boat and Damified him to the valew of fifteene hundred pounds of tobacco

An Attachment to the Sheriffe Returnable the thirteenth of Nouember A<sup>o</sup> 1666

James Lee demandeth a warrant ag<sup>t</sup> Timothy Martin in an a<sup>o</sup>n of debt to th<sup>e</sup> value of 600<sup>th</sup> of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sheriffe to arrest &c retournable th<sup>e</sup> thirteenth of Novemb. 1666

Thomas Ashbrooke demandeth a Warr<sup>t</sup> ag<sup>t</sup> Tho. Branston in an action of debt to th<sup>e</sup> value of 150<sup>th</sup> of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut Supra.

Henrie Adams demandeth a warrant ag<sup>t</sup> Samuell Cressey in an action of Debt to th<sup>e</sup> value of 2200<sup>th</sup> of Tobaccoe

Warr<sup>t</sup> to the Sherrife retornable ut Supra.

Henrie Adams demandeth a Sumons against Samuell Cressey for the deliverie of papers belonging to his Sherrifealtie in the possession [p. 78]  
of the said Cressey

Sumons to the Sherrife Retornable the 13<sup>th</sup> of November 1666

Humphrey Warren Junior of Hattons Point entereth his Marke of Hogges and Cattle (viz) Cropt on both eares and under keeld and overkeeld on the right eare

At a Courte held in Charles Countie the 13<sup>th</sup> of November An<sup>o</sup> 1666

M <sup>r</sup> James Lindsey	} Present Comission <sup>rs</sup>	M <sup>r</sup> Fran: Pope
M <sup>r</sup> Henrie Adams		M <sup>r</sup> Zach. Wade
M <sup>r</sup> Joseph Harrison		M <sup>r</sup> Will. Marshall

Liber C James Lee Plf Tymothie Martin Def<sup>t</sup>

The Plf arresting the Def<sup>t</sup> in an a<sup>o</sup>n of debt to the value of sixe hundred weight of toba<sup>c</sup> preferd his declara<sup>o</sup>n

The Def<sup>t</sup> taking advantage of th<sup>e</sup> Plf for that his declara<sup>o</sup>n was not duellie entered three dayes before the C<sup>rt</sup> as by an act of this Province is in such case provided humblie requesteth the Court that the Plfs a<sup>o</sup>n may fall w<sup>ch</sup> was graunted:

Henry Adams Plf Sam. Cressey Defend<sup>t</sup>  
 p̄ Atur<sup>n</sup> Ben: Rosier p̄ Atur<sup>n</sup> Daniell Johnson

The Plf arresting the Defend<sup>t</sup> in an a<sup>o</sup>n of debt to th<sup>e</sup> value of two thousand two hundred weight of toba<sup>c</sup> prefers his Declara<sup>o</sup>n and in Confirma<sup>o</sup>n thereof the Defend<sup>ts</sup> Bill.

[p. 79] Upon the producing of w<sup>ch</sup> Bill the C<sup>rt</sup> finds for th<sup>e</sup> Plf the said su<sup>m</sup>e of 2200<sup>th</sup> of toba<sup>c</sup>.

Whereupon the Plf craves an allowance of his Charges w<sup>ch</sup> are as followeth viz<sup>t</sup>

p̄ Attorneys 3 dayes attendance..... 90<sup>th</sup>  
 p̄ Attorneys fees..... 60  
 C<sup>tk</sup>:

Whereupon it was ordered that the Plf pay unto th<sup>e</sup> Defend<sup>t</sup> the su<sup>m</sup>e of 2200<sup>th</sup> of toba<sup>c</sup> w<sup>th</sup> his Costs and Charges: upon w<sup>ch</sup> ord<sup>r</sup> a writt of execu<sup>o</sup>n i<sup>m</sup>ediatlie issued in open C<sup>rt</sup>.

John Wheeler demands an attachm<sup>t</sup> ag<sup>t</sup> the estate of George Bradshawe to th<sup>e</sup> value of three thousand weight of toba<sup>c</sup> for a servant w<sup>ch</sup> the s<sup>d</sup> Wheeler claimes of th<sup>e</sup> said Bradshawe, he the s<sup>d</sup> Bradshawe being now in England.

Whereupon It was ordered by the C<sup>rt</sup> that an attachment should i<sup>m</sup>ediatelie issue forth to th<sup>e</sup> Sherrife w<sup>ch</sup> was accordingly done.

Upon an attachm<sup>t</sup> graunted unto James Bowling bearing date th<sup>e</sup> 24<sup>th</sup> of September 1666 It is Ordered that John Morrice pay unto the said Bowling the su<sup>m</sup>e of 400<sup>th</sup> of toba<sup>c</sup>

Dan: Makhenie having formerlie mortgaged a parcell of Land containing [*blank*] acres to Mathias Obryan upon a debt of [*blank*] of toba<sup>c</sup> the said Mathias Obryan in open C<sup>rt</sup> acknowledgeth back againe all his interest right and title to th<sup>e</sup> said Land unto the said Daniell Makennie upon Condi<sup>o</sup>n that he the s<sup>d</sup> Makennie shall satisfie him th<sup>e</sup> said Obryan his said debt at or before th<sup>e</sup> [*blank*] or otherwise the said Land to returne unto the said Obryan in the same state and plight as before.

Whereas at a C<sup>rt</sup> held in Charles Countie the 8<sup>th</sup> of August An<sup>o</sup> 1665 Dan: Johnson did acknowledge a Conveyance of Land to M<sup>r</sup>  
 [p. 80] Sam: Fendall the said conveyance was this present C<sup>rt</sup> confirmed unto th<sup>e</sup> said Fendall by his wife Elizabeth Johnson



William Allen and Mary his wife doe acknowledge this ensuing Liber C  
Conveyance of Land unto Jeremiah Dickenson

This Indenture made this 24<sup>th</sup> day of October in the yeare of our Lord One thousand sixe hundred sixtie sixe Between William Allen of Charles Countie in the Province of Maryland of the one part and Jeremiah Dickenson of the same Countie and Province of the other parte, Witnesseth that the s<sup>d</sup> William Allen as well for and in Considera<sup>o</sup>n of th<sup>e</sup> su<sup>m</sup>e of twentie thousand pounds of tobaccoe and Caske to him in hand by the said Jeremiah Dickenson paid the receipt whereof the said William Allen doth hereby acknowledge himselfe to be therew<sup>th</sup> fullie satisfied contented and paid and thereof and therefrom and of and from every parte and parcell thereof doth acquitt and discharge the said Jeremiah Dickenson his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> by these presents As allsoe for diverse other good Causes and Considera<sup>o</sup>ns him thereunto mo- hath Bargained Sould, aliened, enfeoffed Assigned and set over and by these presents doth fullie clearelie and absolutelie Bargaine, sell alien, enfeoffe assigne and set over unto the s<sup>d</sup> Jeremiah Dickenson his heires assignes for ever all that parcell and Tract of Land lyeing, scituate, and being on the North side of the easternmost Branch of Avon River formerlie called Nangemie Creeke and adjoyning to th<sup>e</sup> Land of Joseph Harrison beginning at a marked Persymon tree neare a [p. 81]  
litle Branch or gutt, and running for breadth east Northeast for th<sup>e</sup> Length of seaventie five perches bounding on the East w<sup>th</sup> a Line drawne North and by east from a point of Marsh at th<sup>e</sup> end of the east north east Line for the length of Three hundred Ninetie five perches following the Marsh side of a River to a Marked oake on th<sup>e</sup> North w<sup>th</sup> a line drawne west South west for the Length of seaventie five perches to a marked Oake on the west w<sup>th</sup> a Line drawne South and by west for the length of seaventy five perches, and then w<sup>th</sup> the Land of th<sup>e</sup> s<sup>d</sup> Joseph Harrison on th<sup>e</sup> South w<sup>th</sup> the said River containing three hundred acres more or lesse w<sup>th</sup> all and singular th<sup>e</sup> houses Edifices Buildings Orchards pastures Meadowes feedings wayes Watercourses Gardens yards Backsides Easments proffits Co<sup>m</sup>odities and appurtenances to the said premises or anie parte or parcell thereof belonging or in anie wise appertaining: And allsoe all th<sup>e</sup> right, estate, title, interest, use propertie possession, Reversion claime, and demand of him th<sup>e</sup> said Allen of and in th<sup>e</sup> same together w<sup>th</sup> all deeds writings Evidences manuscripts or papers touching or concerning the same or anie parte or parcell thereof To Have and to hold th<sup>e</sup> aforesaid parcell of Land, and all and singular other th<sup>e</sup> premises before graunted bargained and sould w<sup>th</sup> their and everie of their rights Members and appurtenances whatsoever unto th<sup>e</sup> said Jeremiah Dickenson his heires and assignes for ever And the said William Allen doth for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant, promise, and Graunt to and w<sup>th</sup> th<sup>e</sup> [p. 82]  
said Jeremiah Dickenson his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes

Liber C That he th<sup>e</sup> said William Allen nowe is Lawfullie and justlie possessed of a just and due title, and Claime in lawe of and in the before bargained premises, and hath full and absolute power to Bargaine, sell and assure th<sup>e</sup> same And that th<sup>e</sup> said premises nowe are and for ever hereafter shall be, and Continue free and cleare and freelie and clearelie acquitted, exonerated and discharged of and from all and singular former and other Bargaines sales guifts, graunts Leases Rents, arrearages of rents Charges Mortgages Joyntures, Dowers, rights, and titles of Dowers, claimes demands and incumberances whatsoever by him, them, or anie of them formerlie had done, or Comitted, or to be had done or comitted And th<sup>e</sup> said William Allen for himselfe his heires, Execut<sup>rs</sup> and Admin<sup>rs</sup> the afores<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premises before graunted, Bargained, and sould w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> said Jeremiah Dickenson his heires, and assignes for ever against him th<sup>e</sup> s<sup>d</sup> William Allen his heires and assignes and against all and everie person or persons whatsoever Lawfullie claiming by from or under him; or under them or anie of them and against all other persons whatever shall and will Warrant and forever defend by these Presents And th<sup>e</sup> said William Allen for himselfe his heires, Execut<sup>rs</sup> and Admin<sup>rs</sup> doth Covenant promise graunt and agree to and w<sup>th</sup> the said Jeremiah Dickenson his heires, and assignes

[p. 83] by these presents, That th<sup>e</sup> said Jeremiah Dickenson his heires and assignes and everie of them shall and may by force and virtue of these presents from time to time, and at all times for ever hereafter lawfullie peaceable, and quietlie have, hold, use, occupie possesse and enjoy the said Land and all and singular the before graunted premises w<sup>th</sup> all and everie of their rights, members, and appurtenances and have receive, and take th<sup>e</sup> rents issues and proffits thereof to his and their owne proper uses and behoofes without anie matter of lett trouble evi<sup>con</sup> or interruption of or by the said William Allen his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes or anie of them, or of or by anie other person, or persons whatsoever (The rents and services w<sup>ch</sup> from henceforth from time to time for and in respect of the first men<sup>con</sup>ed premises hereby sould shall growe due and payable to th<sup>e</sup> Cheife Lord or Lords of the fee or fees thereof for and in respect of their Seigniorie or Seignories onlie excepted and foreprized) and th<sup>e</sup> said William Allen doth further Covenant, and promise, that he th<sup>e</sup> said William Allen his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> shall and will from time to time and at all times hereafter within th<sup>e</sup> space of seaven yeares next ensuing the date hereof upon th<sup>e</sup> reasonable request and at th<sup>e</sup> Cost and charges in th<sup>e</sup> Lawe onlie of the said Jeremiah Dickenson his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes make, seale, Convey, and Deliver such further assurance

[p. 84] or assurances for the before bargained Premises as the s<sup>d</sup> Jeremiah Dickenson his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes or anie of them his their or anie of their Councell learned in th<sup>e</sup> Lawe shall him th<sup>e</sup>

said Allen his heires Execut<sup>rs</sup> or Admin<sup>rs</sup> or anie of them thereto require, In Witnesse whereof the Parties afores<sup>d</sup> to these Indentures have interchangeablie put their hands and Seales th<sup>e</sup> day and yeare first above written

Liber C

Signat̃ Sigilla<sup>t</sup> et Delibera<sup>t</sup> in

William Allen ○

Signum

p̃sentiā nostrā after th<sup>e</sup> interlining  
of th<sup>e</sup> words (or anie of them) between  
th<sup>e</sup> thirtie second and thirtie third Line,

Mary ~~to~~ Allen ○

Joseph Harrison

William Price

Stephen Mountague

Jeremiah Dickenson hath acknowledged and paid unto th<sup>e</sup> Sherrife a yeares rent as a due to th<sup>e</sup> Lord Proprietarie for th<sup>e</sup> aliena<sup>co</sup>n of th<sup>e</sup> three hundred acres of Land alienated unto him by William Allen in the foregoing Indenture;

Thomas Steed entereth this following Marke of his Hogges and Cattle viz<sup>t</sup> A Slitt in th<sup>e</sup> left eare and Cropt, and underkeeled on th<sup>e</sup> right eare.

Whereas by virtue of an Act of Assemblie Entituled An act for the Marking of th<sup>e</sup> high wayes the Co<sup>m</sup>mission<sup>rs</sup> of each respective Countie in th<sup>e</sup> Province of Maryland shall meet together in their respective Counties to Consult of w<sup>t</sup> high wayes are most fitt to be made, and cause to be marked out th<sup>e</sup> most Convenient high wayes and pathes through their Counties as allsoe to make passible for horse and foote th<sup>e</sup> heads of rivers Creeks Branches and Swamps that are most convenient and nearest adjoyning to such high wayes or necessarie pathes and by virtue of th<sup>e</sup> said Act th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> of each respective Countie are impowered to appoint overseers to Levie tobaccoe or labour equallie to be assessed upon the Taxables of each respective Countie It is Therefore Ordered That warrants shall issue forth to each respective Constable of Charles Countie to impower and Co<sup>m</sup>mand him and them to appoint good, able, and sufficient men Overseers of th<sup>e</sup> works to be performed by virtue of th<sup>e</sup> said Act and allsoe to hire procure and presse for them sufficient Labourers and Labouring tooles and other necessities for th<sup>e</sup> performance of th<sup>e</sup> worke intended in the said Act. [p. 85]

Whereupon this Ensueing warr<sup>t</sup> issued to each respective Constable of Charles Countie (viz<sup>t</sup>)

Whereas at a C<sup>t</sup> held in Charles Countie th<sup>e</sup> 13<sup>th</sup> of November An<sup>o</sup> 1666 by virtue of an Act of Assemblie It was Ordered That warrants should issue forth to each respective Constable of Charles Countie to impower and Co<sup>m</sup>mand him and them to appoint good able and sufficient men for Overseers for th<sup>e</sup> marking out th<sup>e</sup> most Convenient high wayes in the said County and allsoe to make passible for horse and foote th<sup>e</sup> heads of Rivers Creeks Branches and Swamps

Liber C and allsoe to hire procure or presse for them sufficient Labourers and Labouring tooles and other Necessaries for th<sup>e</sup> performance of th<sup>e</sup> said worke

These are Therefore in th<sup>e</sup> Name of th<sup>e</sup> Right Hon<sup>ble</sup> th<sup>e</sup> Lord Proprietarie to will and require you upon sight hereof or w<sup>th</sup> w<sup>t</sup> speed Convenientlie may be to put th<sup>e</sup> said Order in execu<sup>con</sup> and to repair to th<sup>e</sup> next Comission<sup>r</sup> inhabiting nearest to you for such orders and dire<sup>cons</sup> to be given you as shall be needfull for th<sup>e</sup> discharge of your dutie herein: Hereof faile not as you will answer &c:

The Acco <sup>t</sup> of the Countie Levie this year 1666	
November 13 <sup>th</sup> 1666	Charles County Debtor
	To th <sup>e</sup> Countie levie of 548 persons at 21 17/548 of tobaccoe p pole w <sup>th</sup> th <sup>e</sup> Sherrifes salarie for collection. . . . .
	Charles County Creditor
	To th <sup>e</sup> Chancelour to th <sup>e</sup> transcription of th <sup>e</sup> lawes. . . . .
	To Leivten <sup>t</sup> Will. Smyth. . . . .
	To Tho. Gibson p order of Court. . . . .
	To M <sup>r</sup> Henry Adams for th <sup>e</sup> charge of fetching powder and shot . . . . .
	To M <sup>r</sup> Thorrogood for charges as Burgesse. . . . .
	To Nich. Emerson p acco <sup>t</sup> of Charges for Indian heads & the stocks and pillorie fetching. . . . .
	For Wolves heads to M <sup>r</sup> Henry Adams 1, To M <sup>r</sup> Tho. Hussey 1, To Nich. Emerson 2, To Will. Henshawe 1, To John Court 1, To Will. Barton 1, To Alexander Smyth 4, To Thom. Stone 2, To Rich. Stone 2, To Mathias Obryan 1, To Jo: Lambert 1, To John Ward 2, To Tho: Burdit 1, To M <sup>r</sup> Fran. Pope 1, To M <sup>r</sup> Tho. Baker 2, To M <sup>r</sup> Robert Henly 2, To Ignat. Causeen 2.
	To Walter Peake for th <sup>e</sup> Burgesses Charges. . . . .
	To a paire of shoes allowed by Col. Fowke on publick charge
	The Totall Sum <sup>e</sup> . . . . .
	To th <sup>e</sup> Sherrife for th <sup>e</sup> Collection of 10478. . . . .
	11525

The Courte is Adjourned till th<sup>e</sup> 27<sup>th</sup> of November An<sup>o</sup> D<sup>ni</sup> 1666

[p. 87] John Woodard entereth this ensueing marke of all his hogges and Cattle (viz<sup>t</sup>) Cropt in th<sup>e</sup> right eare and two slitts:

John Lewger entereth his Brand marke for his horses thus **IF** being J L w<sup>th</sup> th<sup>e</sup> wrong end upwards

Daniell Johnson demandeth a warr<sup>t</sup> ag<sup>t</sup> John Boyden in an a<sup>con</sup> of debt to th<sup>e</sup> value of 2000<sup>th</sup> of tobaccoe p Bill

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable th<sup>e</sup> 27<sup>th</sup> of Novemb. 1666

Edward Richardson and Elizabeth Browne th<sup>e</sup> Relict of John Browne demand a warrant ag<sup>t</sup> Richard Dod in an a<sup>c</sup>on of debt upon accompt to th<sup>e</sup> value of 400<sup>th</sup> of tobaccoe, and Subpaen for Leonard Green Liber C

Warr<sup>ts</sup> to th<sup>e</sup> Sherrife to arrest and Subpaen retornable ut supra

Thomas Allenson demandeth a Su<sup>m</sup>ons ag<sup>t</sup> Steph: Mountague, and Ignatius Causeen as Admin<sup>rs</sup> to th<sup>e</sup> estate of Captaine Robert Troop deceased in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 1163<sup>th</sup> of toba<sup>c</sup>

Warr<sup>t</sup> to th<sup>e</sup> Sherrife to su<sup>m</sup>on retornable ut supra

Jeremiah Dickenson demandeth a Su<sup>m</sup>ons ag<sup>t</sup> Steph: Mountague, and Ignatius Causeen in an a<sup>c</sup>on of debt upon accompt

Warr<sup>t</sup> to th<sup>e</sup> Sherrife to Su<sup>m</sup>on retornable ut supra

William Hill Su<sup>m</sup>oneth the said persons in an a<sup>c</sup>on of debt by Bill to the value of 800<sup>th</sup> of tobaccoe, and upon accompt to th<sup>e</sup> value of 311<sup>th</sup> of toba<sup>c</sup> [p. 88]

Su<sup>m</sup>ons to th<sup>e</sup> Sherrife retornable the 27<sup>th</sup> of November 1666

Walter Peake demandeth a warr<sup>t</sup> ag<sup>t</sup> John Samwes in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 813<sup>th</sup> of toba<sup>c</sup> p Bill and accompt

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra

Richard True demandeth a warr<sup>t</sup> ag<sup>t</sup> James Makey in an a<sup>c</sup>on of th<sup>e</sup> Case, and Subpaen for Giles Glover

Warr<sup>t</sup> and Subpaen to th<sup>e</sup> Sherrife retornable ut supra

James Mackey demandeth a warr<sup>t</sup> ag<sup>t</sup> Tho. Knap in an a<sup>c</sup>on of Slaunder

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra

Nicholas Rawlins, Tho: Winder and Will: Bateman demand a warrant ag<sup>t</sup> William Boyden in an a<sup>c</sup>on of Trover and Conversion and Subpaen for Will: Allen and Luke Greene

Warr<sup>t</sup> and Subpaen to th<sup>e</sup> Sherrife retornable ut supra

Giles Glover demandeth a warr<sup>t</sup> ag<sup>t</sup> Will: Boyden in an a<sup>c</sup>on of th<sup>e</sup> case

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra

Nicholas Emanson demandeth a warr<sup>t</sup> ag<sup>t</sup> Alexander Synnet in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 140<sup>th</sup> of toba<sup>c</sup>

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra

Nicholas Emanson demandeth a warr<sup>t</sup> ag<sup>t</sup> Benjamin Price in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 640<sup>th</sup> of toba<sup>c</sup> upon acco<sup>t</sup> [p. 89]

Warr<sup>t</sup> retornable the 27<sup>th</sup> of November issued to th<sup>e</sup> Sherrife

Liber C James Lee demandeth a warrant against Tymothie Martin in an acon of debt to th<sup>e</sup> value of 800<sup>th</sup> of toba<sup>c</sup> p Bill:  
Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra

Japhet Griphim demandeth a warr<sup>t</sup> ag<sup>t</sup> John Hatch in an acon of th<sup>e</sup> Case, and Subpaen for Rob. Henley, John Taylor Francis Jenkin and William Long  
Warr<sup>t</sup> and Subpaen to th<sup>e</sup> Sherrife retornable ut supra

Nich: Grosse demandeth a warr<sup>t</sup> to su<sup>m</sup>on M<sup>r</sup> Walt. Beane in his acon of Detinue to th<sup>e</sup> value of 412<sup>th</sup> of toba<sup>c</sup> and Subpaen for Rich: Morrice and Jonathan Marler  
Warr<sup>t</sup> & subp. to th<sup>e</sup> Sherrife retorn. ut supra

At a Courte held in Charles Countie the 27<sup>th</sup> of November An<sup>o</sup> 1666

M <sup>r</sup> James Lindsey } Present	{ M <sup>r</sup> Walter Beane
M <sup>r</sup> Joseph Harrison } Com <sup>rs</sup>	{ M <sup>r</sup> Will. Marshall

Ordered that th<sup>e</sup> Attachm<sup>t</sup> graunted th<sup>e</sup> last C<sup>rt</sup> unto John Wheeler against th<sup>e</sup> estate of George Bradshawe be continued to th<sup>e</sup> next Courte being th<sup>e</sup> second Tuesday in Januarie 1666

[p. 90] James Bowling by his Attorney Benjamin Rosier demandeth a warrant in open C<sup>rt</sup> ag<sup>t</sup> John Grace in an acon of th<sup>e</sup> case whereupon he was imediatelie delivered into th<sup>e</sup> Sherrifs Custodie to appeare to th<sup>e</sup> said acon the next Courte.

Nicholas Emanson Plf Alexand<sup>r</sup> Synnet Defend<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Def<sup>t</sup> in an acon of debt to th<sup>e</sup> value of 840<sup>th</sup> of tobaccoe preferreth his Declaracon (viz<sup>t</sup>)

To the Worp<sup>le</sup> th<sup>e</sup> Co<sup>m</sup>ission<sup>rs</sup> of Charles Countie.

The Plaintife declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> for that th<sup>e</sup> Defend<sup>t</sup> stands indebted to th<sup>e</sup> Plaintife in the su<sup>m</sup>e of eight hundred and fourtie weight of tobaccoe p acco<sup>t</sup> under hand signed and doth deny payment of the same whereupon th<sup>e</sup> Plaintife bringeth his suite humblie Craveing order of this Court for his said debt w<sup>th</sup> Costs &c And &c.

The Defend<sup>t</sup> Confesseth th<sup>e</sup> debt but pleadeth th<sup>t</sup> th<sup>e</sup> Plaintife refused his tobaccoe w<sup>ch</sup> he tendered to him in satisfacon thereof and alleadgeth th<sup>t</sup> the same tobaccoe was afterwards received by another as good and Merchantable tobaccoe

The Court finds for th<sup>e</sup> Plaintife, but give judgment that th<sup>e</sup> tobaccoe tendered to him by the Defend<sup>t</sup> ought to have been received by the Plaintife being merchantable toba<sup>c</sup> for that it was afterwards received as such by another.

Whereupon it is Ordered That th<sup>e</sup> Defend<sup>t</sup> pay unto th<sup>e</sup> Plaintife his full debt of 140<sup>th</sup> of toba<sup>c</sup> and that th<sup>e</sup> Plaintife for refusall of th<sup>e</sup> Defend<sup>ts</sup> toba<sup>c</sup> being merchantable shall be allowable for Costs and charges of suite

Richard True Plf                  James Mackey Defend't p Attorn Will : Price

It is Ordered That th<sup>e</sup> Plaintife be Nonsuited for that his Declara<sup>n</sup> was not dueli<sup>e</sup> entered three days before th<sup>e</sup> C<sup>rt</sup> as by an Act of Assemblie is in such case is required

Giles Glover Plf                      Will: Boyden Def<sup>t</sup>

The Defend<sup>t</sup> Craves a Nonsuite against th<sup>e</sup> Plaintife for that noe declaracōn was entered by the Plaintife w<sup>ch</sup> is graunted

Ordered Therefore That th<sup>e</sup> Plaintife be nonsuited and pay Costs and charge of suite,

Whereupon th<sup>e</sup> Defend<sup>t</sup> preferreth his Bill of costs as followeth  
(viz<sup>t</sup>)

To attendance 3 dayes.....	90 <sup>th</sup>
To Attorneys Fees.....	60
To a Nonsuite .....	50

[illegible]

The Plaintife Sumōning th<sup>e</sup> Defend<sup>ts</sup> as Admin<sup>rs</sup> to th<sup>e</sup> estate of Captaine Robert Troope dec<sup>d</sup> in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 1163<sup>th</sup> of toba<sup>c</sup> preferreth his declara<sup>c</sup>on as followeth (viz<sup>t</sup>)

To the Worp<sup>le</sup> the Com<sup>rs</sup> of Charles Countie

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> as Admin<sup>rs</sup> of Captaine Robert Troope dec<sup>d</sup> in his a<sup>o</sup>n of debt upon acco<sup>t</sup> for that Captaine Rob. Troope did in his life time stand indebted to th<sup>e</sup> Plf in th<sup>e</sup> sūme of 1163<sup>th</sup> of toba<sup>c</sup> as he can make appeare Whereupon th<sup>e</sup> Plf bringeth his suite humblie Craveing ord<sup>r</sup> for his said debt And &c.

Whereupon th<sup>e</sup> Defend<sup>ts</sup> Confesse a Judgement and that th<sup>e</sup> debt became due upon th<sup>e</sup> Plaintifes sale of one hundred and fiftie acres of Land unto th<sup>e</sup> said Troope in his life time

Ordered Therefore th<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> satisfie th<sup>e</sup> s<sup>d</sup> debt to th<sup>e</sup> Plf

Will: Hill Plf                      Steph: Montague and Ignatius Causeen  
Defend<sup>ts</sup>

The Plaintife Sumōning th<sup>e</sup> Defend<sup>ts</sup> in his a<sup>o</sup>n of debt preferres  
his Declara<sup>o</sup>n as followeth (viz<sup>t</sup>)

To the Wor<sup>ple</sup> the Com<sup>mission</sup><sup>rs</sup> of Charles County

The Plaintife declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> as Admin<sup>rs</sup> to Cap. Rob. Troope dec<sup>d</sup> for th<sup>t</sup> th<sup>e</sup> said Troope did in his life time stand indebted to th<sup>e</sup> Plaintife in th<sup>e</sup> sume of eight hundred pounds of toba<sup>c</sup> p Bill and three hundred and eleaven pounds of toba<sup>c</sup> p acco<sup>t</sup> as he

Liber C can make appeare for w<sup>ch</sup> said sumes they being 1111<sup>th</sup> of toba<sup>c</sup> he Craveth ord<sup>r</sup> of this Wor<sup>ple</sup> C<sup>rt</sup> And &c.

Whereupon th<sup>e</sup> Defend<sup>ts</sup> Confesse a judgment to th<sup>e</sup> Plaintife

Ordered Therefore That th<sup>e</sup> Defend<sup>ts</sup> pay unto th<sup>e</sup> Plaintife the sume of eleaven hundred and eleaven pounds of toba<sup>c</sup>

Nicholas Grosse Plf

Walt : Beane Def<sup>t</sup>

The Plf sumōning th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of Detinue to th<sup>e</sup> value of 412<sup>th</sup> of toba<sup>c</sup> preferreth his following Declara<sup>c</sup>on (viz<sup>t</sup>)

To th<sup>e</sup> Wor<sup>ple</sup> the Co<sup>m</sup>mission<sup>rs</sup> of Charles Countie.

Nicholas Grosse of th<sup>e</sup> same Countie Planter complaineth ag<sup>t</sup> Walt. Beane of th<sup>e</sup> same Countie gent<sup>r</sup> for that Whereas th<sup>e</sup> s<sup>d</sup> Walter Beane by his Rec<sup>r</sup> Jonathan Marler did receive of the said Nicholas Grosse the sume of 412<sup>th</sup> of tobaccoe over and above his just debt of thirteene hundred & fiftie pounds of tobaccoe as by the receipt under hand of th<sup>e</sup> said Jonathan Marler dated the sixth of November 1665 doth appeare and th<sup>e</sup> said Beane hath disposed of th<sup>e</sup> said sume of 412<sup>th</sup> of toba<sup>c</sup> to his owne proper use and benefit yet notwithstanding th<sup>e</sup> s<sup>d</sup> Beane doth unjustlie detain and refuse to pay or in anie wise satisfie the said Groce for th<sup>e</sup> said sume of foure hundred  
[p. 93] and twelve pounds of tobaccoe contrarie to all Lawe and Justice, whereby the said Groce is damnified to th<sup>e</sup> value of eight hundred pounds of toba<sup>c</sup> And thereupon he brings his suite

Whereupon in Confirma<sup>c</sup>on of th<sup>e</sup> said Declara<sup>c</sup>on th<sup>e</sup> Plaintife humblie requesteth That his evidences may be sworne w<sup>ch</sup> was graunted

Richard Morrice aged about 30 yeares and sworne in open C<sup>rt</sup> saith That M<sup>r</sup> Beane came to his house one Morning, Nicholas Groce being there at th<sup>e</sup> same time and they both falling into discourse about th<sup>e</sup> said debt Nicholas Groce asked M<sup>r</sup> Beane if he would pay it, to w<sup>ch</sup> M<sup>r</sup> Beane replied if I owe you anie thing I will pay it but said I owe you none; In fine saith M<sup>r</sup> Beane unto th<sup>e</sup> said Groce What will you abate, to w<sup>ch</sup> th<sup>e</sup> said Groce answered he would quitt th<sup>e</sup> 12<sup>th</sup> of toba<sup>c</sup> Will you take 300<sup>th</sup> saith M<sup>r</sup> Beane, No saith Nicholas Groce; Then saith M<sup>r</sup> Beane thou shalt not get a pound, and this Depon<sup>t</sup> further saith not

Jonathan Marler aged about 26 yeares and sworne in open C<sup>rt</sup> saith That he this Depon<sup>t</sup> was requested of M<sup>r</sup> Walter Beane the sume of thirteene hundred and fiftie pounds of toba<sup>c</sup> whereupon 3 hogsheads not paying the debt th<sup>e</sup> s<sup>d</sup> Depon<sup>t</sup> received 4 hogsheads w<sup>ch</sup> paid th<sup>e</sup> same w<sup>th</sup> overplus of 412<sup>th</sup> of toba<sup>c</sup> and this Depon<sup>t</sup> gave his receipt for th<sup>e</sup> said 4 hogsheads and this Depon<sup>t</sup> further saith: That 2 of th<sup>e</sup> said 4 hogsheads were paid unto M<sup>r</sup> Beanes Carpenter for building a toba<sup>c</sup> house; and th<sup>e</sup> other two were paid unto this Depon<sup>t</sup> in parte of satisfac<sup>c</sup>on for 6 hogsheads w<sup>ch</sup> this Depon<sup>t</sup>



formerlie paid unto Robert Page for M<sup>r</sup> Beanes use, and this Depon<sup>t</sup> Liber C  
further saith not.

Hereupon th<sup>e</sup> C<sup>rt</sup> could not proceed to Judgem<sup>t</sup> for that M<sup>r</sup> Beane [p. 94]  
being a partie concerned there were not Comission<sup>rs</sup> enough present  
to constitute a full Courte and therefore the Busines was respited  
till th<sup>e</sup> next Courte;

Jeremiah Dickenson Plf                      Steph: Mountague and Ignatius  
Causeen Defend<sup>ts</sup>

The Plaintife Sumōning th<sup>e</sup> Defend<sup>ts</sup> in his aōn of Debt upon  
acco<sup>t</sup> preferreth his following declaraōn (viz<sup>t</sup>)

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Com<sup>rs</sup> of Charles Countie

The Plaintife declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> as Admin<sup>rs</sup> of Captaine  
Rob. Troope dec<sup>d</sup> For th<sup>t</sup> Cap. Troop in his Life time stood indebted  
to th<sup>e</sup> Plaintife in th<sup>e</sup> sume of 394<sup>lb</sup> of tobaccoe 3 Barrels of Corne  
and three thousand nine hundred 6<sup>d</sup> Nailes all due to th<sup>e</sup> Plaintife  
as afores<sup>d</sup> Whereupon he brings his suite humblie Craveing order  
of this Wor<sup>ple</sup> Courte for his said Debt And &c.

Whereupon the Defend<sup>ts</sup> confesse a Judgment to th<sup>e</sup> Plaintife

Ordered therefore That th<sup>e</sup> Defend<sup>ts</sup> satisfie unto th<sup>e</sup> Plaintife th<sup>e</sup>  
said Debt of 394<sup>lb</sup> of toba<sup>c</sup> 3 Barrels of Corne and 3900 sixe penie  
Nailes

Japhet Griphyn Plf                      John Hatch Defend<sup>t</sup>  
p̄ Aturñ George Thompson              p̄ Aturñ Dan. Johnson


M<sup>r</sup> George Thompson produceth this ensueing Lett<sup>r</sup> of Attorney  
and requesteth it may be recorded (viz<sup>t</sup>)

Knowe all men by these presents That I Japheth Griphyn of  
Charles Countie Planter doe hereby constitute, ordaine, and appoint  
George Thompson of Charles Countie in th<sup>e</sup> Province of Marieland  
gen<sup>t</sup> my true and lawfull Attorney giving and hereby and hereby [p. 95]  
graunting unto my said Attorney full power and lawfull authoritie  
to constitute one or more Attorneys under him and him, them, or  
anie of them at his will and pleasure againe to revoke, ratifieing  
and allowing and holding firme and stable all and whatsoever my  
said Attorney or Attorneys shall lawfullie doe or cause to be done  
as fullie largelie and amplie as if I my selfe were personallie present,  
as witnes my hand, and seale this 22<sup>th</sup> of November An<sup>o</sup> 1666  
and in th<sup>e</sup> eighteenth yeare of th<sup>e</sup> raigne of our most gracious Sover-  
aigne Lord King Charles by the grace of God King of England,  
Scotland, France, and Ireland Defend<sup>r</sup> of th<sup>e</sup> faith &c.

Signed, sealed, and delivered  
in th<sup>e</sup> p̄sence of us

Japhet  Griphyn  
his marke                      ○

Richard Boughton

Jeremiah  Dickenson  
his marke

Liber C Whereupon th<sup>e</sup> Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of th<sup>e</sup> Case preferreth this ensueing Declara<sup>c</sup>on (viz<sup>t</sup>)

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in an action of th<sup>e</sup> Case for that th<sup>e</sup> Plaintife having demanded his freedome is denyed the same together w<sup>th</sup> his Corne, and Cloathes

The Premises Considered th<sup>e</sup> Plaintife humblie Craveth ord<sup>r</sup> of C<sup>rt</sup> from th<sup>e</sup> Wor<sup>ple</sup> Co<sup>m</sup>mission<sup>rs</sup> in Charles Countie together w<sup>th</sup> Costs and charge of suite And &c.

Whereupon the Defend<sup>t</sup> entereth this Plea that he bought th<sup>e</sup> Plaintife of M<sup>r</sup> David Warren and M<sup>r</sup> Francis Whittington for 10 yeares but acknowledgeth he hath noe Indenture to testifie th<sup>e</sup> sale

[p. 96] The Plaintife therefore in Confirma<sup>c</sup>on of his said Declara<sup>c</sup>on humblie requesteth that his evidences may be sworne w<sup>ch</sup> was graunted

Robert Henley sworne in open C<sup>rt</sup> saith That he was at M<sup>r</sup> Hatch his house where M<sup>r</sup> Warren and M<sup>r</sup> Whittington kept store, and was Chafering w<sup>th</sup> him for a Serv<sup>t</sup> w<sup>ch</sup> he bought of him, and th<sup>t</sup> he had promised another to M<sup>r</sup> Hatch w<sup>ch</sup> afterwards he coming to me told me If I would I might have him I asked him how Long he had to serve and he replied seaven yeares and this Deponet further saith not.

Francis Jenkin sworne in open C<sup>rt</sup> saith That Japheth Griphin demanded his freedome the 15<sup>th</sup> of November last this present yeare 1666 together w<sup>th</sup> his Corne, and Cloathes and M<sup>r</sup> Hatch said that he had 3 yeares more to serve, and this Depon<sup>t</sup> further saith not

Hereupon th<sup>e</sup> Defend<sup>t</sup> prayeth that James Johnson might be sworne in his behalfe w<sup>ch</sup> was graunted

James Johnson sworne in open C<sup>rt</sup> saith That M<sup>r</sup> David Warren, and M<sup>r</sup> Whittington kept store at M<sup>r</sup> Hatches house, and M<sup>r</sup> Hatch did aske of M<sup>r</sup> Warren whether he or me should have th<sup>e</sup> Boy Whereupon M<sup>r</sup> Francis Whittington said unto David Warren th<sup>t</sup> M<sup>r</sup> Hatch had th<sup>e</sup> best tobaccoe of anie one thereabout Whereupon M<sup>r</sup> Warren said That M<sup>r</sup> Hatch should have him sooner then anie one besides; Soe M<sup>r</sup> Hatch demanded how long he had to serve, and th<sup>e</sup> said M<sup>r</sup> Warren told him as long as he pleased for th<sup>t</sup> matter for I brought him saith he from his freinds, and they desired me to put him of for as Long time as I pleased either for 12, 14, or 20 yeares; whereupon M<sup>r</sup> Hatch replied That he would have him but for 10 yeares, and soe M<sup>r</sup> Warren told him he should have him, and agreed w<sup>th</sup> the s<sup>d</sup> M<sup>r</sup> Hatch for th<sup>e</sup> price and this Depon<sup>t</sup> further saith not.

[p. 97] The Defend<sup>t</sup> Subpaen<sup>as</sup> Marmaduke Lindsey and Cuthbert Musgrave in open C<sup>rt</sup>

Marmaduke Lindsey sworne in open C<sup>rt</sup> saith That th<sup>e</sup> Plaintife was brought home by hue and crye, and th<sup>e</sup> Defend<sup>t</sup> discoursing to him concerning his time not being out said unto th<sup>e</sup> Plaintife how nowe M<sup>r</sup> Runaway to w<sup>ch</sup> th<sup>e</sup> Plaintife replied That he did not run

away but went away: Neither did you steale M<sup>r</sup> Thoroughgoods Kanooe said th<sup>e</sup> Defend<sup>t</sup> to th<sup>e</sup> Plaintife; Noe answered th<sup>e</sup> Plaintife I tooke her away: But stay saith th<sup>e</sup> Defend<sup>t</sup> Ile knowe who hath harboured you all this while; That is noe matter replied th<sup>e</sup> Plaintife, you went away before your time said th<sup>e</sup> Defend<sup>t</sup> to w<sup>ch</sup> th<sup>e</sup> Plaintife answered th<sup>t</sup> for th<sup>e</sup> time he went away before he would make satisfacon, and this Depon<sup>t</sup> further saith not. Liber C

The Def<sup>t</sup> saith th<sup>t</sup> th<sup>e</sup> Plaintife came to him th<sup>e</sup> Defend<sup>t</sup> and was sould unto him the 23<sup>th</sup> of November 1659 and th<sup>t</sup> th<sup>e</sup> shippe came in about th<sup>e</sup> beginning of th<sup>e</sup> said monthe.

Cuthbert Musgrave aged 22 yeares and sworne in open Courte saith That th<sup>e</sup> Plaintife being brought home his Master th<sup>e</sup> Defend<sup>t</sup> said unto him Welcome home Runaway and th<sup>e</sup> Plaintife replied th<sup>t</sup> he did not run away but went away; Nor you did not steale M<sup>r</sup> Thoroughgoods Kanooe saith th<sup>e</sup> Defend<sup>t</sup> to th<sup>e</sup> Plaintife Noe replied th<sup>e</sup> Defend<sup>t</sup> I did not steale her I tooke her: Well said th<sup>e</sup> Defend<sup>t</sup> your time is not yet out; If my time be not out saith th<sup>e</sup> Plaintife for th<sup>e</sup> time I have to serve Ile make you satisfacon and this Depon<sup>t</sup> further saith not.

The Plaintife humblie requesteth of th<sup>e</sup> C<sup>rt</sup> th<sup>t</sup> a Jurie may be impanel<sup>d</sup> for a more speedie issue of th<sup>e</sup> matter in difference w<sup>ch</sup> was graunted and soe accordinglie sworne to their evidence whose names are as followeth (viz<sup>t</sup>)

Will: Price foreman Rich: Morrice, Jonathan Marler; Will. Boyden; James Hussey; Nicholas Groce; John Wheeler, John Hutchinson Thomas Baker; Nicholas Emanson; James Mackey; and Leonard Greene. [p. 98]

The Jurie requesting an ord<sup>r</sup> for allowance of their charges It is thereupon Ordered that 10<sup>th</sup> of toba<sup>c</sup> be allowed to each man of them Hereupon the Jurie goe forth and having agreed of their verdict give it into th<sup>e</sup> Courte as followeth (viz<sup>t</sup>)

Wee of th<sup>e</sup> Jurie find noe prooffe th<sup>t</sup> th<sup>e</sup> Plaintife was Servant for 10 yeares; therefore in our Conscience he is free having served as much time as can in equitie be required, and this wee give as our verdict he is free, and ought to have his Corne and Cloathes allwaies reserving such advantage to th<sup>e</sup> Defend<sup>t</sup> as he can recover of th<sup>e</sup> Plaintife by absence of service in seaven yeares legallie proved

Ordered Therefore That th<sup>e</sup> Plaintife be free, and th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> pay unto him his corne and Cloathes w<sup>th</sup> charges and costs of suite

Whereupon th<sup>e</sup> Plaintife preferreth his Bill of Charges as followeth

For 4 dayes attendance for M <sup>r</sup> Henly.....	120 <sup>th</sup>
For 4 dayes attendance for him.....	120
For 4 dayes attendance for Fran Jenkins.....	120
For Attorneys fees.....	060

Liber C      John Robinson preferreth this ensuing petition (viz<sup>t</sup>)  
 To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> of Charles Countie The humble  
 Peti<sup>c</sup>on of John Robinson Sheweth

That Whereas for worke done for Captaine Rob. Troop he th<sup>e</sup> s<sup>d</sup>  
 [p. 99] Troope stood endebted to your Peticon<sup>r</sup> in th<sup>e</sup> sume of 150<sup>lb</sup> of  
 tobaccoe p<sup>r</sup> Bill he Therefore humblie Craves ord<sup>r</sup> of Courte ag<sup>t</sup>  
 Stephen Montague and Ignatius Causeen as Admin<sup>rs</sup> to th<sup>e</sup> said  
 Troope for his said debt And &c.

Whereupon th<sup>e</sup> said Montague and Causeen acknowledge th<sup>e</sup> said  
 debt to be due and It is therefore Ordered th<sup>t</sup> th<sup>e</sup> said Montague  
 and Causeen satisfie unto th<sup>e</sup> Peticon<sup>r</sup> th<sup>e</sup> said debt of 150<sup>lb</sup> of  
 toba<sup>c</sup> out of th<sup>e</sup> estate of th<sup>e</sup> said Captaine Rob. Troope dec<sup>d</sup>

Edward Richardson & th<sup>e</sup>  
 Relict of John Browne and  
 Doct<sup>r</sup> John Lumbrozo Plfs  
 p<sup>r</sup> Attorn<sup>i</sup> Will. Price and  
 Benjamin Rosier

Richard Dod Defend<sup>t</sup> p<sup>r</sup> Attorn.  
 Dan. Johnson and Tho: Baker

The Plaintifes arresting th<sup>e</sup> Defend<sup>t</sup> in their a<sup>c</sup>on of debt upon  
 acco<sup>t</sup> to th<sup>e</sup> value of 400<sup>lb</sup> of tobaccoe preferre their declara<sup>c</sup>on as  
 followeth (viz<sup>t</sup>)

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> of Charles Countie.

The Plaintifes declare ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in their a<sup>c</sup>on of debt upon  
 acco<sup>t</sup> to th<sup>e</sup> value of 400<sup>lb</sup> of toba<sup>c</sup> for th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> receaved goods  
 of Elizabeth Lumbrozo then, nowe Elizabeth Brown: one of th<sup>e</sup>  
 Plaintifes w<sup>ch</sup> said goods amounted to th<sup>e</sup> quantitie of toba<sup>c</sup> they  
 declare for as they can make appeare w<sup>ch</sup> payment is by the Defend<sup>t</sup>  
 denyed Whereupon they bring their suite humblie Craveing ord<sup>r</sup>  
 of this Courte for their debt And &c.

Whereupon th<sup>e</sup> Defend<sup>t</sup> demandeth th<sup>e</sup> Plaintife to prove his debt  
 just and then he will Confesse a Judgment, and entereth th<sup>e</sup> same  
 as his plea.

Whereupon the Plaintife produceth his evidence Leonard Greene  
 [p. 100] in confirma<sup>c</sup>on of his s<sup>d</sup> Declara<sup>c</sup>on and in overthrowe of th<sup>e</sup>  
 Defend<sup>ts</sup> plea

Leonard Greene being sworne in open Court saith That th<sup>e</sup>  
 Defend<sup>t</sup> had as much ru<sup>m</sup>e and sugar at th<sup>e</sup> Doctors house as came  
 to between 3 or 400<sup>lb</sup> of tobaccoe and that th<sup>e</sup> Def<sup>t</sup> receaved it him-  
 selfe about Julie An<sup>o</sup> 1665 to th<sup>e</sup> best of this Depon<sup>ts</sup> remembrance;  
 and this Depon<sup>t</sup> further saith That he being accidentallie at D<sup>r</sup>  
 Lumbrozo<sup>s</sup> house at th<sup>e</sup> same time he was desired to enter th<sup>e</sup> said  
 debt in th<sup>e</sup> D<sup>rs</sup> Booke of acco<sup>ts</sup> w<sup>ch</sup> he did accordinglie And this  
 Depon<sup>t</sup> further saith not.

Whereupon the Courte demand the Plaintifes to produce their  
 Booke of acco<sup>t</sup> w<sup>ch</sup> they say they are not able to doe for th<sup>t</sup> it is  
 lost, and they knowe not what is become of it; The Cr<sup>t</sup> therefore  
 hereupon adjudge th<sup>e</sup> debt not justlie proved by one single evidence

Whereupon th<sup>e</sup> Plfs Crave an appeale to th<sup>e</sup> Provinciaall Courte; Liber C  
 but the Court over-rules their appeale; M<sup>dum</sup> M<sup>r</sup> Will. Marshall  
 assenteth not to th<sup>e</sup> over-ruling of the appeale but is of opinion that  
 there ought to be an appeale

The Courte therefore find for th<sup>e</sup> Defend<sup>t</sup> a nonsuite

Ordered therefore th<sup>t</sup> th<sup>e</sup> Plaintife be Nonsuited and pay unto  
 th<sup>e</sup> Defend<sup>t</sup> his Charges and costs of suite

Whereupon th<sup>e</sup> Defend<sup>t</sup> preferreth his Bill of Charges as fol-  
 loweth (viz<sup>t</sup>)

For Comeing and goeing & attendance one day. 90<sup>th</sup>

For Attorneys Fees..... 60

---

150


John Lambert and Ellinor his wife acknowledge this ensueing  
 Conveyance to Richard True in considera<sup>o</sup>n th<sup>t</sup> the said True doth  
 w<sup>th</sup> Anne his wife acknowledge all his right and title to a parcell  
 of Land containing 150 acres at th<sup>e</sup> head of Stone Creeke, to th<sup>e</sup>  
 said Lambert; who taketh to witnes Edmund Lambert and John [p. 101]  
 Boyden th<sup>t</sup> Conveyance of th<sup>e</sup> said 150 acres shall be drawne and  
 acknowledged by the said True and his wife th<sup>e</sup> next C<sup>rt</sup> unto th<sup>e</sup> s<sup>d</sup>  
 Lambert.

This Indenture made th<sup>e</sup> twelfth day of November in the yeare  
 of our Lord One Thousand sixe hundred and sixtie sixe Between  
 John Lambert of Charles Countie in the Province of Marieland on  
 th<sup>e</sup> one parte and Richard True of th<sup>e</sup> same Countie on th<sup>e</sup> other  
 parte Witnesseth That th<sup>e</sup> said John Lambert as well for and in  
 Considera<sup>o</sup>n of th<sup>e</sup> quantitie of one hundred and fiftie acres of  
 Land to him by the s<sup>d</sup> Richard True made over and Confirmed, the  
 receipt whereof th<sup>e</sup> said John Lambert doth hereby acknowledge  
 himselfe to be therew<sup>th</sup> fullie satisfied, contented, and paid, and  
 thereof and therefrom and of and from everie parte and parcell  
 thereof doth acquitt and discharge th<sup>e</sup> said Richard True his heires  
 Execut<sup>rs</sup> and Admin<sup>rs</sup> by these presents, doth fullie, clearelie, and  
 absolutelie Bargaine Sell, alien, enfeoffe assigne and set over unto  
 th<sup>e</sup> said Richard True his heires and assignes for ever all that  
 parcell or tract of Land (called Nonesuch) Lyeing in the woods  
 upon th<sup>e</sup> west side of th<sup>e</sup> maine fresh that falleth into Poynton  
 Creeke in Charles Countie beginning at a Bounded Ashe tree  
 standing by the Runne side and running Southwest for breadth for  
 the length of fiftie perches to a Bounded oake standing at th<sup>e</sup> head  
 of a valley called Lamberts valley bounding on th<sup>e</sup> west w<sup>th</sup> a Line  
 drawne Northwest from th<sup>e</sup> said Oake to th<sup>e</sup> length of three hun-  
 dred and twentie perches to a bounded oake on th<sup>e</sup> North w<sup>th</sup> a Line  
 drawne north east from th<sup>e</sup> end of the former Line to a bounded  
 oake th<sup>t</sup> standeth at th<sup>e</sup> head of th<sup>e</sup> fores<sup>d</sup> fresh runne that falleth [p. 102]  
 into Poynton Creeke on th<sup>e</sup> East w<sup>th</sup> the s<sup>d</sup> fresh on th<sup>e</sup> South w<sup>th</sup>


Liber C    th<sup>e</sup> afores<sup>d</sup> Southwest Line containing one hundred acres more, or lesse w<sup>th</sup> all and singular th<sup>e</sup> Buildings, Pastures, Feedings wayes, woods, underwoods proffits Co<sup>m</sup>odities and appurtenances to th<sup>e</sup> said Premises, or anie parte or parcell thereof belonging or in anie wise apertaining, and allsoe all th<sup>e</sup> rights estate title interest propertie possession Reversion claime and demand of him th<sup>e</sup> s<sup>d</sup> Lambert of and in the same together w<sup>th</sup> all deeds, writings, evidences, Manuscripts or papers touching or concerning th<sup>e</sup> same or anie parte or parcell thereof To have and to hold the afores<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premises before graunted bargained and sould w<sup>th</sup> their and everie of their rights, members, and appurtenances unto th<sup>e</sup> said Richard True his heires, and assignes for ever And th<sup>e</sup> said John Lambert doth for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant promise and graunt to and w<sup>th</sup> th<sup>e</sup> said Richard True his heires, Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes That he th<sup>e</sup> said John Lambert nowe is lawfullie and justlie possessed of a just and due title and claime in lawe of and in th<sup>e</sup> before bargained premises and hath full and absolute power to Bargaine sell, and assure th<sup>e</sup> same and that th<sup>e</sup> premises nowe are and for ever hereafter shall be and Continue free and cleare and freelie and clearelie acquitted, exonerated and discharged of and from all and singular former and  
 [p. 103] other Bargaines, sales, gifts graunts Leases rents arrearages of rents rent Charges, Mortgages, Jointures, Rights, Dowers, and titles of Dowers, claimes demands and incumbrances whatever by him, them, or anie of them formerlie had, done, or co<sup>m</sup>itted or to be had, done, or co<sup>m</sup>itted And th<sup>e</sup> said John Lambert for himselfe, his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> the afores<sup>d</sup> parcell of Land and all and singular th<sup>e</sup> premises before granted and sould w<sup>th</sup> th<sup>e</sup> appurtenances unto the said Richard True his heires & assignes for ever against him th<sup>e</sup> said John Lambert his heires, and assignes and ag<sup>t</sup> all and everie person, or persons whatsoever lawfullie claiming by from or under him them, or anie of them and against all other persons whatever shall or will Warrant and for ever defend by these presents And th<sup>e</sup> said John Lambert for himselfe his heires, Execut<sup>rs</sup> and Administrat<sup>rs</sup> doth Covenant, promise graunt, and agree to and with the said Richard True, his heires, and assignes by these presents That th<sup>e</sup> said Richard True, his heires and assignes and everie of them shall and may by force and virtue of these presents from time to time, and at all times for ever hereafter lawfullie peaceably and quietly have hold, use, occupie possesse, and enjoy the said and all and singular the before graunted premises w<sup>th</sup> their and everie of their rights, Members, and appurtenances, and have, receave, & take th<sup>e</sup> Rents issues and proffits thereof to his and their owne proper use and behoofe, without any Matter of Lette, trouble, eviction, or interruption of or by the said John Lambert his heires, Executors Administrat<sup>rs</sup> or Assignes, or any of them or of or by any other person or persons whatsoever (the Rents, and services w<sup>ch</sup> from

henceforth from time to time for and in respect of th<sup>e</sup> first Mentioned Premises hereby sould shall grow due, payable to the Cheife Lord or Lords of the fee, or fees thereof for and in respect of his, or their Seigniory or Seigniories only excepted, and foreprized) And the said John Lambert doth further Covenant, and promise That he th<sup>e</sup> said John Lambert his heires, Execut<sup>rs</sup> and Administrators shall and will from time to time and at all times hereafter within th<sup>e</sup> space of seaven yeares next ensueing the date hereof upon th<sup>e</sup> reasonable Request and at th<sup>e</sup> Cost and Charges in th<sup>e</sup> Lawe only of the said Richard his heires, Execut<sup>rs</sup> Administrators, or assignes, Make, seale, Convey or deliver such further Assurance, or Assurances for the before bargained premises as th<sup>e</sup> said Richard True his heires, Executors, Administrators, or Assignes, or any of them, his, their or any of their Councell learned in th<sup>e</sup> Lawe shall him the said Lambert, his heires, Executors, or Administrators, or anie of them thereto require; In Witnes whereof th<sup>e</sup> Parties aforesaid to these Indentures interchangeably have put their hands, and seales the day and yeare first above written.

Signed sealed, and delivered


John  Lambert  
his marke

in th<sup>e</sup> presence of us

Eleanor  Lambert  
her Marke

Luke Greene

John Stone

The  Marke

of Geo: Powell

John Ashbrooke

This Indenture made the fourteenth day of June in the yeare of our Lord one thousand sixe hundred sixty and five Between Thomas Stone of Poynton in Charles County in the province of Maryland gen<sup>t</sup> of th<sup>e</sup> one part and John Mun of the same Countie Planter of th<sup>e</sup> other part Witnesseth that the said Thomas Stone as well for and in Considera<sup>o</sup>n of a Considerable quantitie of tobaccoe and Caske by him the said Stone allready received whereof, and wherew<sup>th</sup> th<sup>e</sup> said Thomas Stone doth acknowledge himselfe to be satisfied, Contented, and paid and of everie part and parcell thereof doth acquitt exonerate, and discharge the said John Munne As allsoe for diverse other good Causes, and Considera<sup>o</sup>ns him hereunto moving hath graunted, Bargained sould, assigned, and set over, and Confirmed and by these Presents doth grant Bargaine, sell, assigne, set over and Confirme unto th<sup>e</sup> said John Mun his heires Executors Administrators, and assignes the full and just quantitie of one hundred and fiftie acres of Land scituate, lyeing, and being on th<sup>e</sup> North side of Mathew Stones Land on Poynton Mannor in the Countie aforesaid beginning at Mathew Stones Marked tree, and running Northward up Poynton Creeke to a Branch co<sup>m</sup>onlie called th<sup>e</sup> maine Branch, and up the said Branch for length on the north side and on th<sup>e</sup> South to bound on Mathew Stones line all and singular w<sup>ch</sup> said one hundred, and fiftie acres of Land together w<sup>th</sup>

Liber C

[p. 104]

[p. 105]

[p. 106]


- Liber C all and singular its rights Members and appurtenances w<sup>th</sup> all feedings pastures woods underwoods wayes Proffits, Coñodities, hereditaments and appurtenances whatsoever unto the said parcell of Land belonging or in anie manner of way appertaining To have and to hold the said parcell of Land and all and singular the premises aforementioned to be hereby Bargained, and sold with the appurtenances, and every parte, and parcell thereof whatsoever before Named, or Recited unto him th<sup>e</sup> said John Mun his heires Executors Administrators, and assignes from th<sup>e</sup> last day of October last past untill the full end and terme of one and twentie yeares from thence fullie to be compleate, and ended yeilding and paying therefore unto the said Thomas Stone his heires Executors, Administrators or assignes the rent of tenne shillings sterling or the value thereof in such Coñodities as shall be Required by the Lord Proprietarie in discharge of th<sup>e</sup> Rent of Poynton Mannor aforesaid at or upon the feast of S<sup>nt</sup> Michael the Archangell And the said Thomas Stone for himselfe his heires, Executors, and Administrators doth Covenant, graunt, and agree to and with the said John
- [p. 107] Mun his heires, Executors Administrators and everie of them by these presents That th<sup>e</sup> said John Mun his heires, Execut<sup>rs</sup> Administrators, and Assignes shall and may lawfullie, peaceable, and quietlie have, hold, occupie possesse, and enjoy the same during the afores<sup>d</sup> terme w<sup>th</sup> all and singular th<sup>e</sup> premises before by these presents Bargained, and sould, and everie part and parcell thereof w<sup>th</sup> everie th<sup>e</sup> Rights, Members, and appurtenances without th<sup>e</sup> lawfull lett, suite, trouble, eviction, exquieten interruption or demand of or by the said Thomas Stone, or of or by his heires Executors, Administrators, or Assignes or anie or either of them or of or by anie other person or persons lawfully Claiming from by or under them, or anie of them or their or anie of their uses or by from, or under their or anie of their title, estate, Meanes, or procurement And the said Thomas Stone for himselfe, his heires, Executors, and Administrators all and singular th<sup>e</sup> before bargained premises w<sup>th</sup> their appurtenances, and every parte, and parcell thereof unto th<sup>e</sup> said John Mun his heires, Executors, Administrators, and assignes to the intent, and Meaning aforesaid shall and will warrant, and during the said terme of twentie one yeares defend; Allwaies Provided notwithstanding what hath been before specified that th<sup>e</sup> said John Mun his heires Executors Administrators, or Assignes or anie or either of them doe not Convey or take anie timber of th<sup>e</sup> said
- [p. 108] Land but only make use of it upon th<sup>e</sup> said land and Plantacon In wisse whereof the parties first above Named to this Indenture have set their hands, and seales the day and yeare first above written. Signed Sealed and Delivered Thomas Stone ○  
in th<sup>e</sup> Presence of us  
Will: *W B* Boyden  
signe  
Luke Greene



M<sup>dm</sup> Endorsed these two Assignm<sup>ts</sup> following (viz<sup>t</sup>)

Liber C

Knowe all men by these presents That I John Mun of Charles Countie in th<sup>e</sup> Province of Maryland Planter, for and in Considera<sup>o</sup>n of a Considerable quantitie of tobaccoe for th<sup>e</sup> w<sup>th</sup> a Bill is passed before th<sup>e</sup> Assignm<sup>t</sup> hereof from John Lambert of th<sup>e</sup> aforesaid Countie Planter to me the said Mun, doe assigne over, and Confirme unto th<sup>e</sup> said John Lambert his heires, Executors, Administrators, and assignes all my Right title & interest of th<sup>e</sup> within specified Indenture from me my heires, Executors Administrators and assignes as Witnes my hand this seaventh day of December 1665. Signed, and Delivered in

John  Mun  
his Marke

th<sup>e</sup> presence of  
Luke Greene  
William Boyden

Knowe all men by these Presents That I John Lambert of Charles [p. 109]  
Countie in the Province of Maryland Planter doe for myselfe, my heires, Executors, Administrators, and assignes for a valueable Considera<sup>o</sup>n allreadie Receaved wherew<sup>th</sup> I doe acknowledge myselfe to be fullie satisfied Contented, and paid, doe assigne over and Confirme unto Richard True of th<sup>e</sup> same County Boatwright his heires, Executors, Administrators, and assignes all my Right, title, and interest of the within specified Indenture or lease As witnes my hand this 12<sup>th</sup> day of November 1666

John  Lambert  
his Marke

Signed, and delivered in  
th<sup>e</sup> presence of us  
Luke Greene  
John Stone

William Boyden acknowledgeth this Ensueing Conveyance unto James Hussey (viz<sup>t</sup>)

This Indenture made th<sup>e</sup> thirteenth of March An<sup>o</sup> 1665 Between William Boyden of Charles County in the Province of Marieland Planter of th<sup>e</sup> one partie and James Hussey of th<sup>e</sup> said Province and Countie of th<sup>e</sup> other partie witnesseth That th<sup>e</sup> said William Boyden for and in Considera<sup>o</sup>n of a valueable su<sup>m</sup>e of tobaccoe to him in hand paid before th<sup>e</sup> ensealing, and delivery of these presents by the said James Hussey well and truelie paid the Receipt whereof [p. 110]  
he the said William Boyden doth hereby acknowledge, and himselfe therew<sup>th</sup> fullie satisfied Contented, and paid and thereof and of every parte, and parcell thereof doth freely Clearelie, and absolutelie, acquitt discharge, exonerate and Release th<sup>e</sup> said James Hussey his heires Executors, and Administrators for ever, And by these presents hath given, graunted, Bargained, and sould, and by these presents doth fully, clearely and absolutely give graunt Bargaine sell, alien, enfeoffe, and Confirme unto th<sup>e</sup> said James Hussey his heires, Executors Administrators, and assignes all that parcell of

Liber C land called Rivers Spring lyeing, Scituating, and being on th<sup>e</sup> east side of Avon River formerly called Nangemy Creeke in th<sup>e</sup> Countie aforesaid next adjoyning to the land of James Lindsey beginning at the said Lindseys westermost bound tree being a Pokikorie tree bounding on th<sup>e</sup> west by a line drawne North for breadth one hundred, and fiftie perches to a Marked Pokikorie tree on th<sup>e</sup> North by a line drawn East from th<sup>e</sup> said Pokikory for length two hundred and twentie five perches on the east by a line drawn South for breadth one hundred, and fiftie perches unto th<sup>e</sup> land of James [p. 111] Lindsey gent<sup>r</sup> on th<sup>e</sup> west w<sup>th</sup> the said Land Containing by estimacon two hundred, & fiftie perches be th<sup>e</sup> same more, or lesse To have, and to hold th<sup>e</sup> said Parcell of land w<sup>th</sup> all and singular its Rights, Jurisdicons, & appurtenances together w<sup>th</sup> all houses Edifices Buildings, barnes, Stables, Orchards, woods, underwoods, proffits, Comodities, comon of pasture, hereditaments, and appurtenances whatsoever to th<sup>e</sup> said Messuage, or tenement or to anie parte or parcell thereof belonging, or in anie wise appertaining And th<sup>e</sup> said William Boyden his heires, Executors, and Administrators shall and will warrant and for ever defend the said land w<sup>th</sup> all and singular its appurtenances against all Claime, or Claimes whatsoever unto th<sup>e</sup> said James Hussey his heires, Executors, Administrators, or assignes for ever In Witnes whereof the Parties above menconed have hereunto interchangable set their hands and seales the day and year above written

Signed, Sealed, and Delivered

William Boyden ○

in the presence of us

George Thompson

John Hatch

The Court is adjourned untill th<sup>e</sup> 8<sup>th</sup> of January 1666.

[p. 112]

At a Courte held the 8<sup>th</sup> Day of January 1666


Mr Henry Adams	} Present	{ Mr Joseph Harrison	
Mr Zach. Wade			{ Mr Francis Pope
Mr Will: Marshall			
Comissioners			

Whereas the last Court of th<sup>e</sup> 27<sup>th</sup> of November a warrant issued out in open Court ag<sup>t</sup> John Grace at th<sup>e</sup> suite of James Bowling, the said James Bowling not appearing this present Court It is ordered th<sup>t</sup> the said Bowling be Nonsuited


Ordered That the Attachm<sup>t</sup> graunted to John Wheeler ag<sup>t</sup> th<sup>e</sup> estate of George Bradshawe at th<sup>e</sup> Court of the 13<sup>th</sup> of November 1666, and Continued unto th<sup>e</sup> last Court of th<sup>e</sup> 27<sup>th</sup> of November be likewise continued untill the Next Court of th<sup>e</sup> 12<sup>th</sup> of March

Ordered That Ralph Wormelie and Garret Synnet having received hurt, and damage in the March to Pascataway in this present year 1666 by Casuall shott doe draw up a Bill of the charges and damage aforesaid Received thereby and that the same be Certified to the Provinciaall Court, that they may be releived by publike levie Liber C

Owen Jones Requesteth that this ensueing writeing may be recorded (viz<sup>t</sup>)

Knowe all Men by these presents That I George Glosse doe hereby make over my sonne John Glosse to serve owen Jones his heires, or assignes till he Come to the age of one, and twentie yeares he the said Jones promising to pay him Corne, and Cloathes at the Expiration of the said terme and during the said terme to allowe him sufficient meate drinke and Cloathes; To the performance of which I have hereunto put my hand, and seale, this 8<sup>th</sup> of January 1666/7 [p. 113]  
Test William Price  
Thomas Allanson  
Geo:  Glosse  
his marke

John Lambert, and William Price Request That this following discharge may be Recorded (viz<sup>t</sup>)  
October 10<sup>th</sup> 1666.

Received the day and yeare abovesaid of John Lambert, and William Price Administrators on my behalfe of the estate of John Nevill deceased my late Father a full plenarie, and Satisfactory accompt and payment of all and singular the estate of my deceased Father whether reall, or personall they having delivered the same to me, of the which estate, and everie part, and parcell thereof I doe hereby discharge the said Lambert and Price Obliging my selfe, heires Execut<sup>rs</sup> and Administrators to defend them from & in the same In Witnesse whereof I hereto put my hand, and seale this 10<sup>th</sup> of October aboves<sup>d</sup> 1666.  
Test John Boyden  
Owen Jones  
Will: Nevill 

George Harris demandeth a warrant in open Courte against Oliver Ball of virginia in action of the case [p. 114]

Thomas Allanson bringeth his wife Mary in Court to consent to a conveyance of Land made formerlie by him the said Thomas Allanson unto Will: Boyden, and likewise to acknowledge her Right, title and interest to a parcell of Land called the French Lewis lyeing at the head of Nangemy Creeke to Stephen Montague to both which Conveyances she Consented accordingly;

Richard True acknowledgeth this present Conveyance to John Lambert with the Consent of Anne his wife.

- Liber C      This Indenture made th<sup>e</sup> eigth day of Januarie in the yeare of our Lord 1666 Between Richard True of Charles Countie in the Province of Maryland of th<sup>e</sup> one part and John Lambert of th<sup>e</sup> same Countie and Province of th<sup>e</sup> other parte Witnesseth That th<sup>e</sup> said Richard True as well for and in considera<sup>o</sup>n of th<sup>e</sup> quantitie of one hundred acres of land, and th<sup>e</sup> lease of one hundred and fiftie to him by the said Lambert made over and Confirmed before th<sup>e</sup> ensealing hereof, the Receipt whereof th<sup>e</sup> said Richard True doth hereby acknowledge, and himse<sup>l</sup>fe therew<sup>th</sup> to be fully satisfied contented, and paid and thereof and therefrom and from everie
- [p. 115] part and parcell thereof doth acquitt, and discharge the said John Lambert his heires, Executors, & Administrators by these presents, as allsoe for diverse other good Causes and Considera<sup>o</sup>ns him thereunto moving hath bargained Sould, Alien<sup>e</sup>d, enfeoffed Assigned, and set over and by these presents doth fullie, Clearelie, and absolutelie Bargaine, sell, alien, enfeoffe assigne, and set over unto the said John Lambert, his heires, and assignes, for ever all th<sup>t</sup> parcell, and tract of Land scituate, lyeing, and being on th<sup>e</sup> east side of th<sup>e</sup> easternmost branch of Nangemy Creeke beginning at a Marked oake standing by the Creeke side, and running up th<sup>e</sup> fresh runne of th<sup>e</sup> said Creeke, to another Marked oake Standing by the Runne side from thence running East Northeast into th<sup>e</sup> woods untill it come to a line drawne North-Northwest from a Marked Poplar w<sup>ch</sup> stands east Northeast from the first Marked oake by the Creeke side, from thence to th<sup>e</sup> said Poplar and from the Poplar to th<sup>e</sup> afores<sup>d</sup> first Marked oake conteining by estima<sup>o</sup>n the halfe of
- [p. 116] three hundred acres (w<sup>ch</sup> the said True bought of M<sup>r</sup> William Boarman) or one hundred, and fiftie acres be the same more, or lesse w<sup>th</sup> all and singular the buildings, orchards, gardens Pastures, feedings, woods, underwoods, proffits, Co<sup>m</sup>odities, and appurtenances, unto the said premises, or anie part or parcell thereof belonging, or in anie wise appertaining, and allsoe all th<sup>e</sup> Right, estate, title, interest, use propertie, possession, reversion claime, and demand of him the said True of, and in the same together w<sup>th</sup> all deeds, writings, evidences, Manuscripts, or papers touching or concerning the same, or anie part or parcell thereof To have, and to hold th<sup>e</sup> afores<sup>d</sup> parcell of Land, and all and singular other the premises before graunted bargained, and Sould w<sup>th</sup> their, and everie of their Rights, Members, and appurtenances whatsoever unto the said John Lambert his heires, and assignes for ever And the said Richard True doth for himse<sup>l</sup>fe, his heires, Executors, and Administrators
- [p. 117] Covenant, promise, and graunt to and w<sup>th</sup> said John Lambert his heires, Executors, Administrators, & assignes That he th<sup>e</sup> said Richard True is Lawfully and Rightfullie possessed of a just and due title, and Claime in lawe of and in the before bargained premises, and hath full and absolute power to Bargaine, sell, and assure

th<sup>e</sup> same, and th<sup>t</sup> th<sup>e</sup> premises nowe are and for ever hereafter shall be and Continue free, and Cleare, and freele and Clearly discharged acquitted, & exonerated of and from all, and Singular former and other Bargains, sales, gifts, graunts, rents, arrearages of rents, Rent Charges, Mortgages, Joyntures, dowers Rights, and titles of Dowers Claimes, demands and Incumbrances whatsoever by him or them, or any of them formerly had, done, or Comitted, or to be had done, or Comitted And the said Richard True for himselfe, his heires, Executors, and Administrators the afores<sup>d</sup> parcell of Land, and all and singular other th<sup>e</sup> premises before graunted, Bargained and Sould w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> said John Lambert his heires, and Assignes for ever against him the said Richard True his heires, and Assignes, and against all and every person, and persons, whatsoever lawfully Claiming by from, or under him them or any of them, and against all other persons whatsoever shall, and will Warrant and for ever Defend by these Presents, and th<sup>e</sup> said Richard True for himselfe his heires Execut<sup>rs</sup> and Administrators doth Covenant, Promise, graunt, and agree to, and w<sup>th</sup> the said John Lambert his heires and Assignes by these presents; That th<sup>e</sup> said John Lambert his heires, and Assignes, and every of them shall, and may by force, and virtue of these presents from time to time, and from all times hereafter for ever lawfully peaceably, and quietly have, hold, use occupie, possesse, and enjoy the said Land, and all and Singular the before Bargained premises, w<sup>th</sup> all and every of their Rights, Members, and appurtenances and have, and Receive, and take the rents, issues, and proffits thereof to his, and their owne proper use and behoofe, without anie manner of lett, trouble, Eviction or interruption of or by the said Richard True his heires, Executors, Administrators, or assigns or anie of them, or of or by anie other person, or persons whatsoever, the rents, and services which from henceforth from time to time for and in respect of the first Menconed premises hereby sould th<sup>t</sup> shall growe due and payable unto th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> Fee or Fees thereof for and in respect of his or their Seigniory or Seigniories only excepted, or foreprized And th<sup>e</sup> said Richard True doth further Covenant, and promise th<sup>t</sup> he th<sup>e</sup> said Richard True his heires, Executors, and Administrators shall and will from time to time and at all times hereafter within th<sup>e</sup> space of Seaven yeares next ensuing th<sup>e</sup> date hereof upon th<sup>e</sup> Reasonable request and at th<sup>e</sup> Cost, & charges in th<sup>e</sup> Lawe only of th<sup>e</sup> said John Lambert his heires, Executors, Administrat<sup>rs</sup> or Assignes, Make, seale, Convey, and Deliver such further Assurance, or Assurances for th<sup>e</sup> before Bargained premises, as th<sup>e</sup> s<sup>d</sup> Lambert his heires, Execut<sup>rs</sup> Administrat<sup>rs</sup> or any of them, his or their or any of their Councill Learned in the lawe shall him the s<sup>d</sup> True his heires Execut<sup>rs</sup> or Administrat<sup>rs</sup> or any of them thereto Require In Witnes whereof the parties afores<sup>d</sup> to

Liber C

[p. 118]

[p. 119]

[p. 120]

Liber C these Indentures interchangeably have put their hands, and Seales  
 the day and yeare first above written. Richard *True*  
 Signed Sealed and Delivered his Marke ○  
 in the psence of us  
 John Boyden  
 Edmund E Lambert  
 his marke

Knowe all Men by these presents th<sup>t</sup> I William Boarman of th<sup>e</sup>  
 County of St Maryes in the Province of Maryland gen<sup>t</sup> have Bar-  
 gained, and Sould to Richard True of Charles Countie within th<sup>e</sup>  
 Province aforesaid Boatwright three hundred acres of Land lyeing  
 [p. 121] on th<sup>e</sup> East side and the easternmost Branch of Nangemy Creeke to  
 him and his heires, for ever, and furthermore I bind my selfe my  
 heires, Executors Administrators, and Assignes to save and keep  
 harmlesse th<sup>e</sup> s<sup>d</sup> True his heires, and assignes from any person or  
 persons that shall anie waies Molest, or trouble him th<sup>e</sup> said True  
 for th<sup>e</sup> said Land In Witnes whereof I have hereto set my hand this  
 10<sup>th</sup> of November 1658 William Boarman  
 Witnesse William Will<sup>ms</sup> Sarah Boarman  
 Theophilus Aldred

This Indenture Made this eighth Day of January in the yeare of  
 owr Lord 1666/7 Between Jeremiah Dickenson of Charles County  
 in the Province of Maryland of th<sup>e</sup> one part, and Richard Stone of  
 th<sup>e</sup> said place gent, of th<sup>e</sup> other part witnesseth th<sup>t</sup> th<sup>e</sup> said Jeremiah  
 Dickenson as well for and in Considera<sup>o</sup>n of th<sup>e</sup> su<sup>m</sup>e of Nine  
 thousand pounds of tobaccoe, and Caske to him the s<sup>d</sup> Jeremiah  
 Dickeson in hand paid by the said Richard Stone whereof and  
 [p. 122] wherew<sup>th</sup> the said Jeremiah Dickenson doth acknowledge the Re-  
 ceipt, and himselfe to be therew<sup>th</sup> fully satisfied, Contented, and paid  
 and thereof and of and from every part and parcell thereof doth  
 acquitt and Discharge th<sup>e</sup> said Richard Stone his heires, Executors,  
 and Administrators by these presents as allsoe for diverse other  
 good Causes and consideracons him thereunto Moving hath given  
 graunted Aliened, Bargained, Sould, enfeofed and Confirmed, and  
 by these presents doth fully Clearly and absolutely give, graunt, alien,  
 Bargain Sell, enfeoffe and Confirme unto th<sup>e</sup> said Richard Stone  
 his heires, and assignes for ever all That parcell or tract of Land  
 lyeing on the North side of Avon River or Nangemy next adjoyn-  
 ing to th<sup>e</sup> Land of Captaine William Stone called Poynton Mannor  
 first in the possession of M<sup>r</sup> James Lindsey afterwards in the  
 possession of th<sup>e</sup> said Jeremiah Dickenson and nowe in the pos-  
 session of th<sup>e</sup> said Richard Stone It being laid out for five hundred  
 [p. 123] acres Butted, and Bounded as p<sup>o</sup> p<sup>at</sup>tent rela<sup>o</sup>n being thereunto had  
 may more at Large appeare together w<sup>th</sup> all writings, Deeds, Char-  
 ters, manuscripts, or papers touching, or concerning th<sup>e</sup> same w<sup>th</sup>

all and Singular its Rights, Members, Jurisdīcons and appurtenances together w<sup>th</sup> all wayes proffits, easements, waterCourses, Meadows feedings pastures, woods, underwoods Comodities hereditaments, and appurtenances whatsoever to th<sup>e</sup> Land and premises, or to anie part or parcell thereof belonging or in any wise appertaining And allsoe all th<sup>e</sup> Estate, right, title, interest, use propertie Claime, and demand of him th<sup>e</sup> said Jeremiah Dickeson of, in, or to th<sup>e</sup> same; To have, and to hold th<sup>e</sup> afores<sup>d</sup> parcell of Land and all and Singular th<sup>e</sup> premises before graunted, Bargained, and Sould w<sup>th</sup> their and every of their rights members, and appurtenances whatsoever unto th<sup>e</sup> said Richard Stone his heires, and assignes for ever: And the said Jeremiah Dickenson doth for himselfe his heires, Executors, and Administrators Covenant, promise, and graunt to and with th<sup>e</sup> said Richard Stone his heires, Executors, Administrators and assignes That he the said Jeremiah Dickenson now is Lawfully, and justly possessed of a just, and due title and Claime in lawe of and in the before bargained premises, and hath full and absolute power to Bargaine Sell, and assure th<sup>e</sup> same And th<sup>t</sup> th<sup>e</sup> Premises now are and for ever hereafter shall be and Continue free, and Cleare, and freely and Clearly acquitted exonerated, and discharged of and from all and singular other and former Bargaines, Sales, gifts, graunts, Leases, rents, arrearages of rents, rent charges Mortgages Joyntures, Dowers, Rights, and titles of Dowers Claimes, demands, or Incombrances whatsoever by him them or anie of them formerly had done, or comitted or to be had, done, or Comitted And th<sup>e</sup> said Jeremiah Dickenson for himselfe, his heires Execut<sup>rs</sup> and Administrat<sup>rs</sup> the afores<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premises before graunted bargained, and Sould w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> said Richard Stone his heires, and Assignes for ever against him the said Jeremiah Dickenson his heires, and assignes, and against all and every person or persons whatsoever lawfully Claiming from by or under him them, or any of them and against all other persons whatever shall and will warrant and for ever defend by these presents And the said Jeremiah Dickenson doth for himselfe his heires, Executors and Administrat<sup>rs</sup> Covenant promise graunt, and agree to and w<sup>th</sup> the said Richard Stone his heires, and assignes, and every of them by these presents That th<sup>e</sup> said Richard Stone his heires and assignes and every of them shall, and may by force and virtue of these presents from time to time, and at all times for ever hereafter lawfully peaceably and quietly have, hold, use, occupie, and possesse the said land and all and singular th<sup>e</sup> premises before graunted w<sup>th</sup> their and every of their, and every of their Rights, Members, and appurtenances and have Receave, and take th<sup>e</sup> rents, issues, and proffits thereof to his and their owne proper use, and behoofe without any manner of Lett, trouble eviction, or interruption of or by the said Jeremiah Dickenson his heires, Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes or any of them or of or by anie other person,

Liber C

[p. 124]

[p. 125]

[p. 126]

Liber C or persons (the Rents and Services w<sup>ch</sup> from time to time from henceforth for and in respect of th<sup>e</sup> first menconed premises hereby Sould shall growe due, or payable to th<sup>e</sup> Cheife Lord, or Lords of th<sup>e</sup> fee or fees thereof for or in Respect of their Seigniory, or Seigniory's only excepted, or foreprized And the said Jeremiah Dickenson doth further Covenant and promise to and w<sup>th</sup> the said Richard Stone, his heires, and assignes That he the said Jeremiah Dickenson his heires, Executors and Administrat<sup>rs</sup> shall, and will at any time or times within Seaven yeares next following upon the Request of and at th<sup>e</sup> Costs, and Charges in the lawe of th<sup>e</sup> said Richard Stone his heires, or assignes Make, and deliver such further assurance and assurances for th<sup>e</sup> said premises as he th<sup>e</sup> said Richard

[p. 127] Stone his heires or assignes or anie of them or their, or anie of their Councell learned in th<sup>e</sup> lawe shall him the said Dickenson his heires, Execut<sup>rs</sup> or Administrators or anie of them thereto Require In Witnesse whereof th<sup>e</sup> parties first above Menconed to these present Indentures have interchangeably set their hands and Seales th<sup>e</sup> Day, and yeare above written  
Jeremiah Dickenson

Signed, Sealed, and Delivered  
in th<sup>e</sup> presence of us  
William Price  
Stephen Montague

The Court is Adjourned till the 12<sup>th</sup> of March:

decl. Jeremy Dickinson demandeth a warrant ag<sup>t</sup> Gerrard Browne as Administrator of John Browne in an acon of Debt to th<sup>e</sup> value of 311<sup>th</sup> of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife Return<sup>ble</sup> the 12<sup>th</sup> of March

decl. M<sup>r</sup> Henry Adams demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerr. Browne as Administrat<sup>r</sup> of John Browne in an acon of debt to th<sup>e</sup> value of one thousand foure hundred and seaven pounds of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife return<sup>ble</sup> ut supra :

decl. Morgan Jones demandeth a warr<sup>t</sup> ag<sup>t</sup> George Atkins as Administrat<sup>r</sup> of Richard Pinnar dec<sup>d</sup> in an acon of debt to th<sup>e</sup> value of 3000<sup>th</sup> of tobaccoe

[p. 128] Warr<sup>t</sup> to th<sup>e</sup> Sherrife Return<sup>ble</sup> ut supra

Edward Richmond demands a warr<sup>t</sup> ag<sup>t</sup> Samuell Cressey in an acon of th<sup>e</sup> Case

Warr<sup>t</sup> to th<sup>e</sup> Sherrife return<sup>ble</sup> ut supra

decl. William Rossell demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Administrat<sup>r</sup> of John Browne in an acon of debt to th<sup>e</sup> value of eight hundred pounds of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife returnable ut supra



William Rossell demandeth a warr<sup>t</sup> ag<sup>t</sup> Edward Lambert in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 1000<sup>th</sup> of tobaccoe. Liber C  
Declar.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

M<sup>r</sup> James Lindsey demandeth a warr<sup>t</sup> ag<sup>t</sup> Stephen Montague, and Ignatius Causeen as Admin<sup>rs</sup> of Captaine Robert Troope dec<sup>d</sup> in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 2270<sup>th</sup> of tobaccoe. Declar.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Morgan Mackenny demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Admin<sup>r</sup> of John Browne in an a<sup>c</sup>on of trespasse Allsoe a Subpaena for Daniell Johnson & Rog: Dickinson decl.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Richard Randall demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Admin<sup>r</sup> of John Browne in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 2803<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

John Meeks demandeth a warr<sup>t</sup> ag<sup>t</sup> George Atkins in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 430<sup>th</sup> of tobaccoe. decl.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Benjamin Massagy demandeth a warr<sup>t</sup> ag<sup>t</sup> Tho: Right in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 1600<sup>th</sup> of tobaccoe. [p. 129]  
decl.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

John Dent demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Admin<sup>r</sup> of John Browne in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 400<sup>th</sup> of tobaccoe decl.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

William Hill demandeth a warr<sup>t</sup> ag<sup>t</sup> James Lee in an a<sup>c</sup>on of debt to th<sup>e</sup> value of 400<sup>th</sup> of tobaccoe. decl.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Geo: Harris demandeth a warr<sup>t</sup> ag<sup>t</sup> Oliver Bault of Virginia in an a<sup>c</sup>on of th<sup>e</sup> Case

Warr<sup>t</sup> retorn<sup>ble</sup> to th<sup>e</sup> Sherrife ut sup

At a Courte held in Charles County on th<sup>e</sup> twelfth Day of March  
An<sup>o</sup> 1666

M<sup>r</sup> Henry Adams }  
M<sup>r</sup> Walter Beane }  
M<sup>r</sup> Francis Pope }

Present  
Comission<sup>rs</sup>

{ M<sup>r</sup> James Lindsey  
{ M<sup>r</sup> Will: Marshall  
{ M<sup>r</sup> Joseph Harrison  
{ M<sup>r</sup> Zachery Wade

M<sup>r</sup> Humphrey Warren Jun<sup>r</sup> presents his Serv<sup>t</sup> Rich. Baron to have his age adjudged by the C<sup>rt</sup> and he was adjudged at fifteen yeares of age

Liber C As to all a<sup>c</sup>ions depending this C<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Admin<sup>r</sup>  
 of John Browne It was ordered th<sup>t</sup> th<sup>e</sup> writts should abate for th<sup>t</sup>  
 th<sup>e</sup> will of th<sup>e</sup> said John Being not proved, nor letter of Administra-  
 [p. 130] tion issued thereupon before the Session of this Courte he could  
 not be understood to be Administrator

M<sup>r</sup> James Lindsey Plf

Stephen Montague &  
 Ignatius Causeen Def<sup>ts</sup>

The Defend<sup>ts</sup> as Admin<sup>rs</sup> of Captaine Robert Troope dec<sup>d</sup> acknowl-  
 edged a Judgment to th<sup>e</sup> Plf for two thousand two hundred and  
 seaventy pounds of tobaccoe due unto th<sup>e</sup> Plf upon acco<sup>t</sup> in the life  
 time of th<sup>e</sup> s<sup>d</sup> Troope to w<sup>ch</sup> acco<sup>t</sup> th<sup>t</sup> it was just and true th<sup>e</sup> Plf  
 declared upon his oathe Ordered therefore th<sup>t</sup> th<sup>e</sup> Def<sup>ts</sup> satisfie th<sup>e</sup>  
 Plaintife th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 2270<sup>th</sup> of tobaccoe.

George Harris Plf

Oliver Bault Def<sup>t</sup>

Ordered th<sup>t</sup> th<sup>e</sup> Plaintife be Nonsuited  $\bar{p}$  nihil dicit for not having  
 entered anie Declaration 3 dayes before th<sup>e</sup> Court.

John Sherman produced an acco<sup>t</sup> of eight hundred and thirty  
 pounds of tobaccoe due unto him from the s<sup>d</sup> Captaine Robert  
 Troope dec<sup>d</sup> requesting order of C<sup>t</sup> for th<sup>e</sup> payment of th<sup>e</sup> same  
 by Stephen Montague and Ignatius Causeen his Admin<sup>rs</sup> who there-  
 upon acknowledged a Judgment for th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e and It was Ordered  
 th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Admin<sup>rs</sup> satisfie th<sup>e</sup> same to th<sup>e</sup> said Sherman

Edmund Lindsey produced an acco<sup>t</sup> of 405 $\frac{1}{2}$ <sup>th</sup> of tobaccoe due to  
 him from the s<sup>d</sup> Troope in his life time, and the Admin<sup>rs</sup> of th<sup>e</sup> s<sup>d</sup>  
 Troope before Named acknowledging a Judgm<sup>t</sup> for th<sup>e</sup> same It was  
 Ordered th<sup>t</sup> they should Satisfie th<sup>e</sup> same to th<sup>e</sup> s<sup>d</sup> Edmund Lindsey.

Whereas Will: Boyden gave bond to Walter Peake bearing date  
 th<sup>e</sup> 18<sup>th</sup> of January 1666 obliging himselfe under th<sup>e</sup> penaltie of  
 [p. 131] twentie thousand pounds of tobaccoe to give unto th<sup>e</sup> s<sup>d</sup> Peake  
 firme Assurance for 150 acres of land called by the Name of th<sup>e</sup>  
 Doegs Neck at this present Courte and allsoe obliged himselfe by  
 one other Bond to th<sup>e</sup> s<sup>d</sup> Peake for th<sup>e</sup> assuring and passing firme  
 Conveyance to th<sup>e</sup> s<sup>d</sup> Peake of one other parcell of land called Wheel-  
 ers Choice containing 300 acres, the s<sup>d</sup> Will. Boyden did accordingly  
 acknowledge both th<sup>e</sup> s<sup>d</sup> parcells of Land to th<sup>e</sup> s<sup>d</sup> Peake this present  
 Courte

By virtue of an act of Assembly Entituled an Act ag<sup>t</sup> Hogstealers  
 a Grand Jury of Inquest was Impanel<sup>d</sup>, and this C<sup>t</sup> returned for  
 enquiry, and Presentm<sup>t</sup> of all Misdemeanors ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Act and all  
 other good Lawes of this Province who gave in this verdict That  
 they found noe person worthy of Presentm<sup>t</sup> for anie Misdemean<sup>rs</sup>  
 ag<sup>t</sup> th<sup>e</sup> lawes of this Province

Whereas a Peti<sup>o</sup>n was Preferred by Christopher Breame Serv<sup>t</sup> Liber C  
formerlie of Richard Pinnar dec<sup>d</sup> for his Corne, and Cloaths out of  
th<sup>e</sup> estate of th<sup>e</sup> s<sup>d</sup> Pinnar in the hands of Geo: Atkins Admin<sup>r</sup> of  
th<sup>e</sup> s<sup>d</sup> estate in right of his wife th<sup>e</sup> widdowe & Relict of th<sup>e</sup> s<sup>d</sup>  
Pinnar It is Ordered th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Geo: Atkins satisfie to th<sup>e</sup> s<sup>d</sup> Breame  
his Corne and Cloaths out of th<sup>e</sup> s<sup>d</sup> estate;

Mr Vincent Young of Virginia Constitutes, and appointeth Mr  
Benjamin Rosier his Attorney in all Causes, and Matters whatsoever

Ordered That th<sup>e</sup> Attachm<sup>t</sup> graunted to John Wheeler, and Con-  
tinued untill this present Cr<sup>t</sup> be likewise Continued untill th<sup>e</sup> Next.

Edmund Richmond Plf Sam. Cressey Def<sup>t</sup> [p. 132]

The Plaintife arresting the Defend<sup>t</sup> in his a<sup>c</sup>o<sup>n</sup> of th<sup>e</sup> Case pre-  
ferreth this ensueing Declara<sup>c</sup>o<sup>n</sup> (viz<sup>t</sup>)

The Plf declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>o<sup>n</sup> of the Case for  
that th<sup>e</sup> Plaintife having served his time according to th<sup>e</sup> Custome  
of th<sup>e</sup> Countrey, and demanding his freedome was Denied th<sup>e</sup> same  
together w<sup>th</sup> his Corne, and Cloaths whereupon he brings his  
suite &c.

Hereupon a Jury was impanel<sup>d</sup> for a more speedy issue of th<sup>e</sup>  
matter in difference, who gave in this verdict following (viz<sup>t</sup>) Wee  
of th<sup>e</sup> Jury doe find for the Defend<sup>t</sup> and th<sup>t</sup> th<sup>e</sup> Plaintife ought to  
serve his full time for seaven yeares

Ordered therefore th<sup>t</sup> th<sup>e</sup> Plaintife serve his full time of Seaven  
yeares.

Stephen Montague Admin<sup>r</sup> of Cap. Robert Troope acknowledging  
a judgm<sup>t</sup> to Thomas Alcocks for 300<sup>th</sup> of tobaccoe due unto him from  
th<sup>e</sup> s<sup>d</sup> Troope It is Ordered That th<sup>e</sup> s<sup>d</sup> Montague satisfie th<sup>e</sup> s<sup>d</sup>  
su<sup>m</sup>e to th<sup>e</sup> s<sup>d</sup> Alcocks.

Will. Nevil requesteth this ensueing Bill of sale to be recorded  
(viz<sup>t</sup>.)

Be it knowne unto all men by these presents That I Robert Slye  
of St Maryes Countie Merch<sup>t</sup> doe hereby acknowledge to have Sould,  
and doe hereby Coven<sup>t</sup> and sell unto John Nevill of Charls Countie  
Planter one large blackish Browne Mare being aged sixe yeares [p. 133]  
together with her fillie foale th<sup>t</sup> fell this Last Spring which is nowe  
of a Brownish bay Colour w<sup>ch</sup> are at present Branded w<sup>th</sup> th<sup>e</sup> Letters  
R S on one side of the said Mare and Fillie, and are to be Likewise  
Branded on the other side w<sup>th</sup> the said Letters and Brand marke  
as speedilie as may w<sup>th</sup> Convenience th<sup>t</sup> soe they may the more  
remarkablier be knowne from th<sup>e</sup> other Mares, and fillies belonging  
to th<sup>e</sup> s<sup>d</sup> Robert Slye; the w<sup>ch</sup> Mare, and fillie thus Sould by me  
the said Robert Slye I doe hereby Make over unto th<sup>e</sup> s<sup>d</sup> John

Liber C Nevill his heires, Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes together w<sup>th</sup> all their future increase without laying Claime thereto either by my selfe, my Executors Admin<sup>rs</sup> or assignes In testimony whereof I have hereunto set my hand this 24<sup>th</sup> of August 1664.

Test John Blackston  
Anthony Howde

Robert Slye

[p. 134] Knowe all men by these presents That I Johannah Nevill doe for me my heires Executors, and Administrators Assigne unto John Lambert for th<sup>e</sup> use of his sonne John Lambert the fillie foale above men<sup>o</sup>ned Relinquishing all my Right; Witnes my hand th<sup>e</sup> 7<sup>th</sup> day of July 1665.

Test. Will Price  
Will. Nevill

Johanna ~~IN~~ Nevill  
her Marke

Oliver Bault of virginia Constituteth M<sup>r</sup> Benjamin Rosier his Attorney in all cases whatever.

John Meeks Plf p̄ Attornat Steph. Montague Geo: Atkins Def<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>o</sup>n of Debt to th<sup>e</sup> value of 430<sup>th</sup> of tobaccoe preferred this ensuing Declaration (viz<sup>t</sup>)

To th<sup>e</sup> Worship<sup>le</sup> the Co<sup>m</sup>mission<sup>rs</sup> of Charles Countie

The Plaintife declares ag<sup>t</sup> the Defend<sup>t</sup> in his a<sup>o</sup>n of debt for the su<sup>m</sup>e of 430<sup>th</sup> of tobaccoe for w<sup>ch</sup> the Defend<sup>t</sup> passed his Bill, but refuseth payment of th<sup>e</sup> s<sup>d</sup> debt to th<sup>e</sup> Plaintife Whereupon he brings his suite and Craves Judgm<sup>t</sup> for his s<sup>d</sup> Debt &c.

Thereupon the Plaintife acknowledged a Judgment to th<sup>e</sup> Defend<sup>t</sup> for th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e

Ordered therefore That th<sup>e</sup> Plaintife satisfie to th<sup>e</sup> Defend<sup>t</sup> the said Su<sup>m</sup>e of 430<sup>th</sup> of tobaccoe w<sup>th</sup> Caske.

M<sup>dm</sup> That Elizabeth Hasellton ran away and absented her selfe from her Master Nicholas Emerson for th<sup>e</sup> space of sixteen dayes

[p. 135] M<sup>d</sup> That Will: Rossell Constituteth Richard Boughton his Attorney in matters concerning him the ensuing C<sup>rt</sup> of June ag<sup>t</sup> Gerrard Browne who this C<sup>rt</sup> was adjudged no Admin<sup>r</sup> &c.

John Wheeler Requesteth that this ensuing Bill may be Recorded (viz<sup>t</sup>)

This Bill bindeth me George Bradshawe of Charls Countie in th<sup>e</sup> Province of Maryland Planter me my heirs Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes to deliver or cause to be delivered unto John Wheeler of th<sup>e</sup> same Countie Planter him his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assigns one Man Serv<sup>t</sup> between sixteen yeares ould and thirty, this said Serv<sup>t</sup> is to have his full time to Serve according to th<sup>e</sup> Custome of th<sup>e</sup> Countrey and to be delivered in Charles Countie between this

and Christmas next ensuing the date hereof and for th<sup>e</sup> true Liber C  
performance hereof I have hereunto set my hand this 24<sup>th</sup> of Feb-  
ruarie 1664. Geo: Bradshaw

Test John Browne  
Leonard Green  
John Stone

M<sup>d</sup> That M<sup>r</sup> James Lindsey hath Constituted, and appointed  
William Price his Attorney in all matters and Causes th<sup>t</sup> may  
concerne him in Charles County Court.

Knowe all Men by these presents That I Roger Dickinson of  
Charles Countie have made, ordained Constituted, and appointed  
And by these presents doe nominate Constitute, and appoint my  
Loving Sonne in lawe John Mun my true, and lawfull Attorney  
for me, and in my Name, and behalfe to acknowledge a seate of [p. 136]  
Land sould by me to John Lambert bearing date w<sup>th</sup> these presents  
and th<sup>e</sup> said Land to acknowledge in open C<sup>rt</sup> as Amply, and fullie  
as I myselfe could doe being then personallie present, hereby prom-  
ising, and obliging my Selfe to ratifie and Confirme th<sup>e</sup> same as  
fullie as Law can permit or allowe; As Witnes my hand, and Seale  
this sixth of March 1666  
Signed, Sealed, and Deliv<sup>d</sup> Signum  
in th<sup>e</sup> Psence of us Roger R Dickenson  
William Price  
Thomas Allanson

By virtue of th<sup>e</sup> preceding Letter of Attorney the aboves<sup>d</sup> John  
Mun acknowledged this present ensuing Conveyance to John Lam-  
bert in the Name of Roger Dickinson afores<sup>d</sup> (vizt)

This Indenture made the 12<sup>th</sup> day of March An<sup>o</sup> Dni 1666 Be-  
tween Roger Dickinson of Charles Countie in the Province of  
Maryland Planter of th<sup>e</sup> one part, and John Lambert of the said  
place and Countie allsoe planter of the other parte Witnesseth That  
th<sup>e</sup> s<sup>d</sup> Roger Dickinson for and in Considera<sup>o</sup>n of th<sup>e</sup> Sum<sup>e</sup> of [p. 137]  
Seaven thousand pounds of tobaccoe to him in hand paid before  
the ensealing and delivery of these Presents by the said John Lam-  
bert, the Receipt whereof the said Roger Dickenson doth hereby  
acknowledge, and himselfe to be therew<sup>th</sup> fully Satisfied, Contented,  
and paid, And therefrom and of and from every parte, and parcell  
thereof doth acquitt and discharge the said Lambert his heires,  
Execut<sup>rs</sup> and Administrat<sup>rs</sup> by these presents Hath Bargained Sould,  
aliened, enfeoffed, assigned and set over, and by these presents doth  
fullie, freely, and absolutelie Bargaine Sell, alien, enfeoffe assigne  
and Set over unto th<sup>e</sup> said John Lambert his heires Execut<sup>rs</sup> Ad-  
ministrators, and assignes for ever all th<sup>t</sup> parcell of land scituate  
lyeing, and being on th<sup>e</sup> North side of Patomack River, and on

- Liber C the east side of th<sup>e</sup> easternmost Branch of a Creeke in the said River formerly called Nangemy Creeke but now Avon River Containing
- [p. 138] one hundred acres butted, and Bounded, as by Pattent graunted from the Right Hon<sup>ble</sup> the Lord Proprietary unto Edmund Lindsey rela<sup>cion</sup> being thereto had may more at large appeare late in th<sup>e</sup> Possession of the said Roger Dickenson but now in th<sup>e</sup> Possession of the said John Lambert together w<sup>th</sup> all and singular its rights, Members, Jurisdi<sup>cons</sup>, and appurtenances, and allsoe all houses edifices, Buildings, gardens, orchards, yards Backsides Easem<sup>ts</sup> tenem<sup>ts</sup> Meadows, pastures, feedings, wayes, water-Courses, proffits, Co<sup>m</sup>odities, and appurtenances whatever to th<sup>e</sup> s<sup>d</sup> Land belonging, or in anie wise appertaining with all th<sup>e</sup> estate, Right, title, interest, use, propertie, Reversion, use, propertie, Claime or demand whatsoever of him the said Roger Dickenson of or to th<sup>e</sup> same together w<sup>th</sup> all Deeds writings Charters Manuscripts, or evidences whatsoever touching,
- [p. 139] or in anie wise Concerning the said premises or anie part, or parcell thereof To Have, and to Hold the afores<sup>d</sup> parcell of Land and all and Singular the premises w<sup>th</sup> their appurtenances before bargained, and Sould unto the said John Lambert his heires, and assignes for ever And the said Roger Dickenson for himselfe his heirs, Execut<sup>rs</sup> and Administrators doth Covenant promise, and graunt to and w<sup>th</sup> the said John Lambert his heires, Execut<sup>rs</sup> Administrat<sup>rs</sup>, and assignes That he th<sup>e</sup> said Roger Dickenson is lawfullie possessed of a just and due title, and Claime in lawe of and in the before Bargained premises, and hath full, and absolute power to Bargaine, sell, and assigne the same, and that the premises nowe are, and for ever hereafter shall be and Continue free and Cleare, and free lie, and Clearly acquitted exonerated, and discharged of and from all and Singular former, and other Bargaines Sales, guifts graunts
- [p. 140] Leases, rents, Arrearages of rents, Rent Charges, Mortgages, Joyn- tures, Dowers, Rights, and titles of Dowers claimes, demands, and Incumbrances whatsoever by him them or anie of them formerly had done, or Co<sup>m</sup>mitted, or to be had done, or Co<sup>m</sup>mitted And the said Roger Dickinson for himselfe his heires, Execut<sup>rs</sup> and Administrat<sup>rs</sup> the afores<sup>d</sup> Land, and all and singular th<sup>e</sup> premises before bargained and Sould w<sup>th</sup> the appurtenances unto the said John Lambert his heires, and Assignes for ever ag<sup>t</sup> the said Roger Dickenson his heires, and Assignes, and against all persons w<sup>te</sup>ver lawfully Claiming from by or under him them, or any of them and against all persons whatsoever shall and will warr<sup>t</sup> and for ever Defend by these presents And the said Roger Dickenson for himselfe, his heirs Execut<sup>rs</sup> and Administrat<sup>rs</sup> doth Covenant, and agree to, and w<sup>th</sup> the said John Lambert his heires, Executors, Administrators, and assignes by these presents That th<sup>e</sup> said John
- [p. 141] Lambert his heires, Execut<sup>rs</sup> Administrators, & Assignes and every of them shall and may by force, and virtue of these presents from time to time, and at all times hereafter for ever lawfully, peaceably,

and quietlie have hold Occupie, possesse, and enjoy the said Land, and all and singular other the premises before graunted, w<sup>th</sup> their and every of their Rights Members, and appurtenances, and have Receave, and take the rents, issues, & proffits thereof to his, and their owne proper use, and behoofe without anie manner of lett trouble, eviction, or interruption of him the s<sup>d</sup> Roger Dickenson his heires, Executors Administrators, or assignes or anie of them, or of or by anie other person, or persons whatsoever (The Rents and Services w<sup>ch</sup> from time to time henceforth for and in respect of th<sup>e</sup> Premises hereby Sould shall growe due and payable to th<sup>e</sup> cheife Lord, or Lords of th<sup>e</sup> Fee, or Fees for and in respect of his, or their Seigniorie or Seigniorie's only excepted and foreprized) And the said Roger Dickenson doth further Covenant, and promise to and w<sup>th</sup> the said John Lambert his heires, and assignes th<sup>t</sup> he the said Roger Dickenson his heires, Executors Administrators and assignes shall and will at anie time within Seaven years next following upon the request, and at th<sup>e</sup> cost & Charge in the Lawe of the said John Lambert his heires Executors Administrators and assignes Make and deliver such further Assurance, or Assurances for th<sup>e</sup> said premises as he the said John Lambert his heires, Executors, Administrators, or Assignes or anie of them or his their or anie of their Councill learned in the Lawe shall him the said Roger Dickinson his heires Executors, or Administrators or anie of them thereto require In Witnesse whereof the parties aforesaid to this Indenture interchangeably have put their hands, and Seales the day, and yeare first above written [p. 142]

Signum Rog. R Dickenson [p. 143]

Signed Sealed and Delivered

in the psence of us

Will Price

Thomas Allanson

This Indenture Made th<sup>e</sup> twelfth Day of March An<sup>o</sup> Dni 1666, Between Thomas Hussey of Charles Countie in th<sup>e</sup> Province of Maryland gent of the one part, and Will. Boyden of th<sup>e</sup> same County Planter of th<sup>e</sup> other parte Witnesseth That the said Thomas Hussey for and in Consideracon of a Mare to him in hand delivered before the ensealing and deliverie of these presents by the said Will. Boyden, the receipt whereof th<sup>e</sup> said Thomas Hussey doth hereby acknowledge and himselfe to be therewith fully satisfied, contented, and paid, and therefrom doth acquitt and discharge the said Will. Boyden his heires Executors, and Administrators by these presents hath Bargained, Sould aliened, enfeoffed and set over, and by these presents doth fully, freely and absolutely Bargaine, Sell, alien, enfeoff assign and set over unto th<sup>e</sup> said William Boyden his heires, Executors, Administrators, and assignes for ever all th<sup>t</sup> parcell of Land comonly called Whitland Scituate, lyeing, and being on the North side of Pascataway River, and on the South side of a Creeke [p. 144]

Liber C of th<sup>e</sup> said River called Mattawoman or S<sup>t</sup> Thomas Creeke containing foure hundred and fiftie acres more, or lesse Butted and bounded as by Pattent graunted from the Right Hon<sup>ble</sup> the Lord Proprietarie unto th<sup>e</sup> said Thomas Hussey rela<sup>on</sup> being thereunto had may more at large appeare late in the possession of th<sup>e</sup> said Thomas Hussey but nowe in the possession of the said Will. Boyden together with all and singular its rights Members, Jurisdicons, and

[p. 145] appurtenances, and allsoe all houses, edifices, buildings, gardens, orchards, yards, Backsides, easem<sup>ts</sup> tenem<sup>ts</sup> Meadowes, pastures, Feedings, waies, watercourses, proffits, Co<sup>m</sup>odities, and appurtenances whatsoever to th<sup>e</sup> said Land belonging, or in anie wise appertaining w<sup>th</sup> all th<sup>e</sup> estate, right title, interest, use, propertie, reversion, Claime, or demand whatsoever of him the said Thomas Hussey of, or to the same together w<sup>th</sup> all deeds, writings, Charters, Manuscripts, or evidences whatsoever touching or in anie wise concerning the said premises, or anie part, or parcell thereof To have, and to hold the afores<sup>d</sup> parcell of Land and all and singular the premises w<sup>th</sup> their appurtenances before Bargained and sould unto the said William Boyden and his assignes for ever; And the said Thomas Hussey for himselfe his heires, Executors, Administrators, and assigns doth Covenant promise, and graunt to and with

[p. 146] the said William Boyden his heires, Executors, Administrators, and assignes, that th<sup>e</sup> premises nowe are and for ever hereafter shall be, and Continue free, and Cleare, and free<sup>lie</sup>, and Clearly acquitted exonerated, and discharged of and from all singular former, and other sales, Bargaines, gifts, graunts Leases, rents, arrearages of rents Rentcharges, Mortgages, Joyntures, Dowers, Rights, and titles of Dowers claimes, demands, and incumbrances whatsoever by them or anie of them formerly had, done, or Co<sup>m</sup>itted or to be had, done, or Co<sup>m</sup>itted And the said Thomas Hussey for himselfe, his heires, executors, and Administrators the aforesaid parcell of Land, and all and Singular other th<sup>e</sup> premises before Bargained and sould w<sup>th</sup> the appurtenances unto the said William Boyden his

[p. 147] heires, and Assignes for ever against him the said Thomas Hussey his heires, and assignes, and against all and every person, and persons whatsoever lawfully Claiming from by or under him them, or anie of them shall and will warrant, & for ever Defend by these presents And the said Thomas Hussey for himselfe his heires, Executors, and Administrators doth Covenant promise and graunt to and with the said William Boyden his heires, Executors, Administrators, and assignes and every of them by these presents That th<sup>e</sup> said William Boyden his heires, Executors, Administrators, and everie of them shall, and may by force, and virtue of these presents from time to time, and at all times hereafter for ever lawfullie, and peaceably and quietlie have, hold, use, occupie, possesse, and enjoy the said Land, and all and Singular the before

[p. 148] bargained premises with their, and every of their rights, members,



and appurtenances and have receive, and take the rents issues, and profits thereof to his, and their owne proper uses, and behooves without anie manner of Lett trouble, eviction, or interruption of him the said Thomas Hussey his heires, Executors, Administrators, and assignes or anie of them or of or by anie other person, or persons whatsoever by from or under anie of them (The Rents, and Services which from henceforth from time to time for, and in respect of the before mentioned premises hereby sould shall growe due, and payable to the Cheife Lord, or Lords of the Fee, or Fees thereof for and in respect of his or their Seigniory, or Seigniories only excepted, or foreprized; And the said Thomas Hussey doth further Covenant and promise to and with the said William Boyden his heires and assignes, That th<sup>e</sup> said Thomas Hussey his heires, Executors, Administrators, and assignes shall and will at anie time within seaven yeares next following upon the request, and upon and at the cost in lawe of the said Boyden his heires, Executors, Administrators, or assignes make, and deliver such further assurance, or assurances in lawe as the said Husseys Title his heires, Executors Administrators or assignes can by anie legall Meanes procure either by from, or under them, or anie of them as the lawe by their learned councill shall the said Boyden his heires, executors, or Administrators advice, or the said Hussey his heires Executors, or Administrators thereto require In Witnes whereof the parties aforesaid to these Indentures interchangeably have set their hands, and Seales the day and yeare first abovesaid

Thomas Hussey

Signed, Sealed, and Delivered

Liber C

[p. 149]

[p. 150]

in the presence of us

William Price

Luke Greene

This Indenture made the Seaventeenth day of August in the yeare of our Lord God one thousand sixe hundred, sixty, and sixe between William Nevill of Port tobaccoe in the Countie of Charles on the one part, and Thomas Mathewes of the aforesaid place Gent of the other part Witnesseth That the said William Nevill for diverse good Causes him thereunto moving and more especially for and in Considera<sup>o</sup>n of the Summe of three thousand pounds of tobaccoe and Caske to him in hand paid whereof and wherew<sup>th</sup> he acknowledgeth himselfe fully Satisfied, Contented, and paid every parte, and parcell thereof hath graunted aliened bargained Sould, and Confirmed, and by these presents Doth fullie, Clearly, and absolutely graunt, alien, Bargaine sell and Confirme unto the said Thomas Mathewes all th<sup>t</sup> parcell of Land Co<sup>m</sup>monly knowne by the Name of the Huckle Berry Swamp and by estimacon laid out for three hundred acres in Charles Countie lyeing in the woods on the back of the Land of Thomas Baker beginning at a Bounded oake and running east Northeast from the said oake for breadth the length

[p. 151]

- Liber C of two hundred perches to a bounded oake on the east with a line drawne Southeast from the end of the former Line for the Length of two hundred and fourty perches to a Bounded oake on the South w<sup>th</sup> a line drawne west Southwest from the said oake to th<sup>e</sup> length of two hundred perches to a Bounded oake that intersects a paralell line drawne from the first Bounded oake on the back of Thomas
- [p. 152] Bakers, on the west w<sup>th</sup> the said Bakers Land, and paralell line Containing, and nowe laid out for three hundred acres more, or lesse nowe in the tenure or occupa<sup>co</sup>n of the said William Nevill together with all houses, Edifices buildings Barnes, Stables, orchards, gardens, proffits Co<sup>m</sup>odities easements, and hereditaments whatsoever to th<sup>e</sup> same belonging or appertaining, or w<sup>th</sup> the said houses, or tenements co<sup>m</sup>only used, occupied, or enjoyed or w<sup>ch</sup> are Reputed to be part, or parcell thereof and all and singular the Reversion and Reversions of all and singular charters evidences, and writings touching the premises To have and to hold the said parcell of Land, and other the premises with their appurtenances before by these presents Bargained, & Sould, or men<sup>co</sup>ned or intended to be thereby Bargained, and sould and everie part, and parcell thereof unto the said Thomas Mathewes his heires, executors, and assigns to the onlie
- [p. 153] proper use and behoofe of the said Thomas Mathewes his heires executors, and assignes for ever, and the said William Nevill for himselfe, his heires, executors, and Administrators and every of them doth Covenant, and graunt to and w<sup>th</sup> the said Thomas Mathewes his heires, Executors and Administrators and to every of them by these presents that he the said William Nevill for and notwithstanding anie act done by him the said William Nevill to the Contrary at the time of the ensealing, and delivery of these presents is and Standeth lawfully and Rightly Seised in his Demesne as of Fee Simple in his owne right, and to his owne right use, or trust to alter, Change, or determine the same estate of or in that said parcell of Land and other the premises before Mentioned to be hereby graunted,
- [p. 154] Bargained and Sould and of and in every parte and parcell thereof And the said William Nevill for and notwithstanding anie act done by him to the contrary nowe hath and at the time of the first estate to be had, and executed to the said Thomas Mathewes according to the true Meaning of these presents shall have full power just right and lawfull authoritie to graunt, Bargaine, Sell and assure the same and everie part, and parcell thereof w<sup>th</sup> their appurtenances to the said Thomas Mathewes, his heires, Executors, and assignes in manner, and forme as is before in these presents expressed and that the same parcell of land, and other the premises and everie part and parcell thereof w<sup>th</sup> their appurtenances shall from henceforth for ever remaine, and Continue unto the said Thomas Mathewes his heires executors and assignes frelie, and Clearly acquitted, ex-
- [p. 155] onerated, and discharged from time to time and at all times hereafter shall be well, and sufficiently saved harmlesse of and from

all and all manner of former Bargaines guifts, sales, graunts, alienacons, devices, entailes, Joyntures, titles of Dowers, Bonds, uses, Leases, rents, Arrearages of rents, Recognizances, annuities, Statutes Merchant, and of the Staple, Judgm<sup>ts</sup> Execucons, condicon, forfeitures intrusion and all other incumbrances whatsoever and of and from all other Charges, titles, troubles, and incumbrances whatsoever had made Continued, Comitted, Suffered, or done or to be had, made Comitted suffered or done wittinglie or willingly by the said William Nevill or by anie other person, or persons whatsoever lawfully Claiming by from or under him the said William Nevill or by his Meanes assent privitie, or procurement and of and from the Joynture, and title of Dowers as well of Joane the wife of the said William Nevill as of anie other person whatsoever, and that the said Thomas Mathewes, his heires, Executors, and assignes shall and may peaceably, and quietly from henceforth ever have, hold, and occupie the said parcell of Land and all and every the premises w<sup>th</sup> their appurtenances, and take, receave, and enjoy the Rents, issues, and proffits thereof to the use of the said Thomas Mathewes his heires, and assignes without anie Lett molestation, trouble, eviction, recovery or expulsion of or by him the said William Nevill, or anie other person or persons lawfully claiming by from or under him the said William Nevill or by his Meanes or procurement, and that the said William Nevill shall within sixe Monthes after th<sup>e</sup> Date hereof at the Cost and Charges in lawe of the said Thomas Mathewes acknowledge a fine in Court as is usuall in the Kingdome of England of the said parcell of Land; and all other the premises by the said fine shall remise and quitt-Claim from him, and his heires, unto the said Thomas Mathewes his heires and assignes forever w<sup>ch</sup> fine soe had, and acknowledged shall be to the use of the said Thomas Mathewes and his heires for ever And further that the said William Nevill his heires and assignes shall and will at all time and times hereafter within the space of seaven yeares next ensuing the Date of these presents and at the reasonable request, and at the Cost and charges in Lawe of the said Thomas Mathewes his heires, and assignes make, suffer, doe, acknowledge and execute or cause to be made suffered done acknowledged and executed all and everie such further act, acts, thinges device, or devices, conveyances, & assurances in the lawe whatsoever for the further more proffit, and better assurance and sure making of the premises before in these presents expressed to be hereby Bargained, and Sould and of everie parte, and parcell thereof unto the said Thomas Mathewes his heires, and assignes for ever w<sup>th</sup> warrant of the said William Nevill against him the said William Nevill his heires Executors and assignes and by anie other waies, or meanes w<sup>ch</sup> by the said Thomas Mathewes his heires, and assignes or his Councell learned in the lawe shall be reasonably devised or Advised and required soe as the same doe not

Liber C

[p. 156]

[p. 157]

[p. 158]

Liber C containe, or extend to anie further warr<sup>t</sup> then ag<sup>t</sup> the said William Nevill his heires executors and assignes or against further act or acts then as aforesaid Finallie it is agreed by and between the parties to these Presents That all and every the Conveyances and assurance soe aforesaid hereafter to be had of the premises shall be esteemed, and taken to be to the only use of him the said Thomas Mathewes his heirs Executors and assignes forever and to no other use intent  
 [p. 159] and purpose whatsoever anie thing in these presents Contained to the Contrarie thereof in anie wise Notwithstanding; In Witnesse whereof the parties above men<sup>c</sup>oned have interchangeably to these presents Set their hand, and Seales the Day, and yeare above written  
 Signed Sealed and Delivered William Nevill ○  
 in the presence of us Joane + Nevill  
 Samuell Cressey her marke ○  
 Ignatius Causeen

The Court is Adjourned untill the 11<sup>th</sup> of June 1667.

Richard Randall demands a warrant against Gerrard Browne as Administrat<sup>r</sup> of John Browne in a plea of Debt to th<sup>e</sup> value of two thousand eight hundred and three pounds of tobaccoe

Warr<sup>t</sup> retornable the 11<sup>th</sup> of June

Decl. John Dent demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Administrator of John Browne in a plea of Debt to th<sup>e</sup> value of 400<sup>lb</sup> of tobaccoe

Warr<sup>t</sup> to the Sherrife retornable ut supra.

Decl. M<sup>r</sup> Henry Adams demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as Administrator of John Browne in a plea of Debt to the value of 1407<sup>lb</sup> of tobaccoe

[p. 160] Warr<sup>t</sup> retornable the 11<sup>th</sup> of June.

Decl. William Nevill demands a warrant ag<sup>t</sup> Gerrard Browne as Administrat<sup>r</sup> of John Browne in an a<sup>c</sup>on of Debt to the value of 900<sup>lb</sup> of tobaccoe

Warr<sup>t</sup> to the Sherrife retornable ut supra.

Decl. William Rossell demands a warr<sup>t</sup> ag<sup>t</sup> Gerrard Brown as Administrator of John Browne in an a<sup>c</sup>on of Debt to th<sup>e</sup> value of 875<sup>lb</sup> of tobaccoe p<sup>r</sup> acco<sup>t</sup>.

Warr<sup>t</sup> to the Sherrife retorn<sup>ble</sup> ut supra.

Richard Fowkes demandeth a warr<sup>t</sup> ag<sup>t</sup> Thomas Steed in an a<sup>c</sup>on of Debt to th<sup>e</sup> value of 757<sup>lb</sup> p<sup>r</sup> Bill.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra.

Thomas Astrooke demands a warr<sup>t</sup> ag<sup>t</sup> Roger Dickinson in an Liber C a<sup>o</sup>n of the Case.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra.

Morgan Jones demandeth a warr<sup>t</sup> ag<sup>t</sup> Geo: Atkins as Administrator of Richard Pinnar in a plea of debt to the value of 3000<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retornable ut supra.

Nicholas Emerson demandeth a warr<sup>t</sup> ag<sup>t</sup> William Boyden in a plea of debt to th<sup>e</sup> value of 350<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

William Hill demandeth a warr<sup>t</sup> ag<sup>t</sup> Thomas Stanbridg in a<sup>o</sup>n of Debt to th<sup>e</sup> value of 899<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Nicholas Emerson demandeth a warr<sup>t</sup> ag<sup>t</sup> William Bateman in a [p. 161] plea of debt to the value of 1323<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Benjamin Massagy demands a warr<sup>t</sup> ag<sup>t</sup> John Wright in an a<sup>o</sup>n of Debt to th<sup>e</sup> value of 1600<sup>th</sup> p bill.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Aspinall demands a warr<sup>t</sup> ag<sup>t</sup> Geo: Atkins as Administrator of Richard Pinnar in a plea of debt to th<sup>e</sup> value of 500<sup>th</sup> of tobaccoe p bill

Warr<sup>t</sup> to the Sherrife retorn<sup>ble</sup> ut supra.

Thomas Allanson demandeth a warr<sup>t</sup> ag<sup>t</sup> William Boyden in a plea of Debt to th<sup>e</sup> value of 400<sup>th</sup> p bill

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Allanson demandeth a warr<sup>t</sup> ag<sup>t</sup> William Boyden in an a<sup>o</sup>n of the Case to th<sup>e</sup> value of 400<sup>th</sup>.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Allanson demandeth a warr<sup>t</sup> ag<sup>t</sup> Thomas Winder and William Bateman in an a<sup>o</sup>n of the case

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Allanson demandeth a warr<sup>t</sup> ag<sup>t</sup> Nicholas Rawlins in a plea of Debt to th<sup>e</sup> value of 200<sup>th</sup> of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Liber C John Hutchinson demandeth a warr<sup>t</sup> ag<sup>t</sup> Gerrard Browne as  
[p. 162] Admin<sup>r</sup> of John Browne in an acon of Debt to th<sup>e</sup> value of 1065<sup>th</sup>  
of tobaccoe

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Decl. William Marshall demandeth a warr<sup>t</sup> ag<sup>t</sup> John Ward in acon of  
Debt to th<sup>e</sup> value of 863<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Decl. Thomas Alcocks demandeth a warr<sup>t</sup> ag<sup>t</sup> John Robinson as Ad-  
ministrator of th<sup>e</sup> estate of John Lumbrozo in an acon of the case to  
th<sup>e</sup> value of 900<sup>th</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Winder demandeth a warr<sup>t</sup> ag<sup>t</sup> William Allen in an acon  
of Debt upon acco<sup>t</sup> for 18 Barrells of Corne, and a Subpaena for  
Thomas Allanson and Luke Greene.

Warr<sup>t</sup> and Subpaena to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra.

Thomas Henshall entereth this marke following for his hogges,  
and Cattle (vizt) the left eare cropt, & a hole in the eare, the right  
eare Cropt and a Slitt under th<sup>e</sup> eare.

Elizabeth Cutler entereth this following Marke for her hogs and  
Cattle, (vizt) the Right eare swallow-forked; the left the toppe  
taken of and 2 underkeeles

Owen Jones entereth this following Marke for his hogges and  
Cattell (vizt) the Right eare Cropt, slitt, underkeeled, and over-  
keeled; the left eare Cropt & 2 Slitts thereon.

[p. 163] Joanna Jones wife of the said Owen Jones entereth this following  
marke of all her hogges and Cattle; (vizt) the left eare Cropt and  
underkeeled

Stephen Cutler entereth this following Marke of his hogges and  
Cattle (vizt) Cropt on both eares overkeel'd and underkeel'd on  
both eares and 2 slitts in each eare

Jacob Peterson entereth this following Marke for his hogges, and  
Cattle (vizt) Cropt on both eares, and 3 slitts in th<sup>e</sup> right eare, and  
underkeel<sup>d</sup> in th<sup>e</sup> left.

John Holmes entereth the following marke of his hogges, and  
Cattle (vizt) Cropt on the left eare; overhav<sup>d</sup> on the Right and a  
Notch underneath th<sup>e</sup> Right eare.

Thomas Henson entereth this ensuing Marke of his hogges and  
Cattle (vizt) Cropt and a hole on the left eare, and Cropt and Slitt  
under the right eare, and Cut-tailed.

M<sup>r</sup> John Lee entereth this following marke of his hogges, and  
Cattle (vizt) Cropt on the right eare and a Croppe and 2 Slitts on  
th<sup>e</sup> left



Liber C      Ordered therefore that th<sup>e</sup> Defend<sup>t</sup> satisfie th<sup>e</sup> Plaintife his said Debt of 1407<sup>th</sup> of Merchantable tobaccoe w<sup>th</sup> Caske.

Richard Randall Plaintife      Gerrard Browne as Admin<sup>r</sup>  
of Jo: Browne Defend<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of debt pre-  
ferreth this ensuing Declara<sup>c</sup>on vizt.

To th<sup>e</sup> Wor<sup>ple</sup> the Co<sup>m</sup>ission<sup>rs</sup> of Charles Countie.

[p. 166] The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in an a<sup>c</sup>on of Debt upon  
acco<sup>t</sup> and Demands th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> forthwith Satisfie and pay unto  
th<sup>e</sup> Plaintife th<sup>e</sup> Su<sup>m</sup>e of two thousand eight hundred, and three  
pounds of tobaccoe in Caske which is due and owing unto th<sup>e</sup> Plain-  
tife as by an acco<sup>t</sup> hereunto annexed plainly doth appeare Where-  
upon th<sup>e</sup> Plaintife brings his suite

M<sup>dum</sup> the acco<sup>t</sup> is upon the File.

Hereupon the Defend<sup>t</sup> acknowledgeth a Judgment to the Plaintife  
for th<sup>e</sup> said Su<sup>m</sup>e

Wherefore it is Ordered that th<sup>e</sup> Defend<sup>t</sup> satisfie to th<sup>e</sup> Plaintife  
th<sup>e</sup> said Su<sup>m</sup>e of 3803<sup>th</sup> of Merchantable tobaccoe w<sup>th</sup> Caske.

John Dent Plaintife      Gerrard Browne as Administrator  
of John Browne Defend<sup>t</sup>

The Plaintife arresting the Defend<sup>t</sup> in his a<sup>c</sup>on of Debt preferred  
this ensuing Declara<sup>c</sup>on (viz<sup>t</sup>)

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of Debt, and  
Demands th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> forthw<sup>th</sup> satisfie and pay unto th<sup>e</sup> Plaintife  
th<sup>e</sup> su<sup>m</sup>e of 400<sup>th</sup> of tobaccoe w<sup>th</sup> Caske for th<sup>t</sup> the Defend<sup>t</sup> is  
Administrator of John Browne deceased, and the said John Browne  
in his life time stood indebted to th<sup>e</sup> Plaintife for th<sup>e</sup> s<sup>d</sup> Su<sup>m</sup>e, for  
w<sup>ch</sup> he passed his Bill to th<sup>e</sup> Plaintife readie to be produced in  
Court Whereupon the Plaintife brings his suite &c

[p. 167] Hereupon and upon the producing of the said Bill the Defend<sup>t</sup>  
acknowledged a Judgm<sup>t</sup> to th<sup>e</sup> Plaintife for th<sup>e</sup> said Su<sup>m</sup>e, and  
It was Thereupon Ordered That th<sup>e</sup> Defend<sup>t</sup> satisfie th<sup>e</sup> Plaintife  
his said debt of 400<sup>th</sup> of tobaccoe w<sup>th</sup> caske.

Will. Rossell Plaintife      Gerrard Browne as Admin<sup>r</sup>  
of Jo: Brown dec<sup>d</sup> Defend<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of Debt pre-  
ferred this ensuing Declara<sup>c</sup>on (vizt)

To th<sup>e</sup> Wor<sup>ple</sup> the Co<sup>m</sup>ission<sup>rs</sup> of Charles Countie.

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of Debt and  
demands th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> forthwith satisfie and pay unto him th<sup>e</sup>  
Plaintife the Su<sup>m</sup>e of eight hundred and Seaventy five pounds of  
good tobaccoe w<sup>th</sup> Caske for th<sup>t</sup> John Browne whose Administrator  
th<sup>e</sup> Plaintife is in his life time stood indebted unto th<sup>e</sup> Plaintife  
in the s<sup>d</sup> su<sup>m</sup>e p<sup>r</sup> acco<sup>t</sup> whereupon th<sup>e</sup> Plaintife brings his suite.



Hereupon the Defend<sup>t</sup> acknowledged a Judgm<sup>t</sup> for th<sup>e</sup> said Sum<sup>e</sup>, Liber C  
and It was Ordered th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> Satisfie to th<sup>e</sup> Plaintife his said  
Debt of 875<sup>th</sup> of tobaccoe w<sup>th</sup> Caske.

William Nevill Plaintife

Gerrard Browne as Admin<sup>r</sup>  
of Jo: Brown Defend<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>co</sup>n of Debt preferreth [p. 168]  
this ensuing Declara<sup>co</sup>n (vizt)

To th<sup>e</sup> Wor<sup>ple</sup> the Co<sup>mi</sup>ssion<sup>rs</sup> of Charles Countie.

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in his a<sup>co</sup>n of Debt to th<sup>e</sup>  
Value of Nine hundred pounds of good tobaccoe and Caske for th<sup>t</sup>  
Jo: Browne Dec<sup>d</sup> did owe and stood indebted unto this Plaintife in  
the Sum<sup>e</sup> of Nine hundred pounds of good tobaccoe as by the Bill  
of th<sup>e</sup> s<sup>d</sup> John Browne may appeare, and th<sup>e</sup> s<sup>d</sup> Defend<sup>t</sup> is Administra-  
tor of th<sup>e</sup> estate of th<sup>e</sup> said John Browne whereupon he brings his  
Suite &c.

Hereupon the Plaintife not being able to produce the said Bill  
It is ordered th<sup>t</sup> a Nonsuite be entered ag<sup>t</sup> him

John Hutchinson Plaintife

Gerrard Browne as Administra-  
tor of John Browne Defend<sup>t</sup>

The Plaintife arresting the Defend<sup>t</sup> in his a<sup>co</sup>n of Debt preferred  
this ensuing Declara<sup>co</sup>n (vizt)

To th<sup>e</sup> Wor<sup>ple</sup> the Co<sup>mi</sup>ssion<sup>rs</sup> of Charles County.

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in an a<sup>co</sup>n of Debt for  
one thousand, and sixtie five pounds of tobaccoe and Caske as more [p. 169]  
at Large will appeare by the said John Brownes Bill w<sup>ch</sup> tobaccoe the  
Plaintife having of th<sup>e</sup> Defend<sup>t</sup> demanded is denied th<sup>e</sup> same unlesse  
it be Recovered by suite of Lawe w<sup>ch</sup> is to th<sup>e</sup> Plaintifes great Losse,  
and only occasioned by the Plaintifes personall, and particular a<sup>co</sup>n

The Premises Considered the Plaintife humbly Craves ord<sup>r</sup> of  
Court &c.

Hereupon the Defend<sup>t</sup> acknowledged a Judgm<sup>t</sup> for th<sup>e</sup> said sum<sup>e</sup>  
And It was ordered That th<sup>e</sup> Plaintife be satisfied his said debt of  
1065<sup>th</sup> of tobaccoe w<sup>th</sup> Caske forthw<sup>th</sup> by the Defend<sup>t</sup>

Nicholas Emerson produced an acco<sup>t</sup> in Court of three hundred  
and five pounds of tobaccoe to him from Jo: Browne, and th<sup>e</sup> said  
Gerrard Browne acknowledged the said acco<sup>t</sup> to be just and true  
whereupon It was Ordered th<sup>t</sup> th<sup>e</sup> said Gerrard Browne satisfie unto  
the said Nicholas Emerson his s<sup>d</sup> debt of 305<sup>th</sup> of tobaccoe w<sup>th</sup> Caske.

Be it knowne unto all men by these presents That I George Atkins  
of Charles Countie in the Province of Marieland doe appoint, and  
ordaine my well beloved freind Alexander White of th<sup>e</sup> afores<sup>d</sup>  
Countie and Province to be my Lawfull Attorney concerning a Suite [p. 170]  
at Lawe depending between me, and Morgan Jones of a Bill of thirtie

Liber C Barrells of Indian Corne and further I give my said Attorney full power to Confesse Judgm<sup>t</sup> upon the Sight of the Bill as Witsesse my hand, and Seale th<sup>e</sup> 7<sup>th</sup> of June 1667

Test Edmund Roberts

Geo: Lodge

The  Marke of

Geo: Atkins ○

Morgan Jones Plaintife

Geo: Atkins as Admin<sup>r</sup>

of Richard Pinnar Dec<sup>d</sup> Defend<sup>t</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of debt produced this ensuing Bill passed unto th<sup>e</sup> Plaintife from the said Richard Pinnar in his life time (vizt)

[p. 171] These presents oblige me Richard Pinnar of Charles Countie in the Province of Maryland to pay or cause to be paid unto Morgan Jones of the same Countie, & Province afores<sup>d</sup> th<sup>e</sup> full and justitie quantitie of 30 Barrells of Indian Corne the 20<sup>th</sup> of November next after th<sup>e</sup> date of these presents or such Co<sup>m</sup>odities as th<sup>e</sup> said Morgan Jones shall stand in Need of in case the abovesaid Richard Pinnar can produce them and to deliver the said goods unto th<sup>e</sup> s<sup>d</sup> Morgan Jones or his order at th<sup>e</sup> same rate it cost th<sup>e</sup> said Pinnar, and further th<sup>e</sup> said Richard Pinnar doth oblige him selfe his heires, Executors, & Administrators to deliver or Cause to be delivered unto Morgan Jones sixe Cowes aged about foure, and eight yearesould between th<sup>e</sup> first of th<sup>e</sup> Monthe called Aprill and th<sup>e</sup> Last of th<sup>e</sup> Monthe called May after th<sup>e</sup> Date of these presents to be delivered in Charles County between th<sup>e</sup> halfe way tree and th<sup>e</sup> Plantacon that Robert Downes nowe dwelleth upon Test. my hand th<sup>e</sup> 16<sup>th</sup> of th<sup>e</sup> Monthe called Januarie 1665. Richard Pinnar

Nathan  Ruds

Marke

Edw. ME Mins

his marke

Hereupon the said Alexander White as Attorney of the said Geo. Atkins th<sup>e</sup> Plantife confessed a Judgment for th<sup>e</sup> s<sup>d</sup> thirtie Barrells of Corne and It was Ordered That the Defend<sup>t</sup> pay unto th<sup>e</sup> Plaintife the s<sup>d</sup> Corne w<sup>th</sup> Costs of suite.

[p. 172] This Indenture made the tenth Day of June in the yeare of our Lord God one thousand sixe hundred and sixtie seaven Between Morgan Jones of Charles County in the Province of Maryland Planter of the one part and John Hutchinson of the same County and Province gent of the other part Witnesseth That the said Morgan Jones for, and in Considera<sup>c</sup>on of a Certaine Sum<sup>e</sup> of tobaccoe to him in hand paid before the ensealing and Delivery of these presents by the said John Hutchinson whereof and wherew<sup>th</sup> the said Morgan Jones doth acknowledge himselfe Satisfied Contented and paid, and thereof and of every part and parcell thereof

doth acquitt, and discharge the said John Hutchinson his heires, Liber C  
Executors, Administrators and every of them by these presents and  
allsoe for diverse good Causes, and Consideracons him thereunto  
Moving hath graunted, Bargained Sould, & assigned, set over and  
Confirmed, and by these presents doth fullie, Clearelie, and abso-  
lutelie graunt, Bargaine, sell, assigne, set over and Confirme unto  
the said John Hutchinson his heires Executors, Administrators, and  
assignes all th<sup>t</sup> parcell of Land lyeing, Scituate, and being in Charles  
Countye before menconed on the North side of Patomack River [p. 173]  
about two Miles above th<sup>e</sup> Mouth of Nangemy comonly called th<sup>e</sup>  
March or halfe way tree beginning at a Bounded oake Standing  
upon a Banke by the River side, and running Northeast by the  
River for breadth the length of one hundred and fifty perches to a  
Bounded oake the Bound tree of th<sup>e</sup> Land formerly laid out for  
Daniell Gordian nowe in the possession of Robert Slye bounding  
on the east w<sup>th</sup> the said Land for the Length of three hundred and  
twentie perches to a Bounded oake on the North by a line drawne  
Southwest from the said oake for the length of one hundred and  
fifty perches to a Bounded oake that intersects a paralell line drawne  
Southeast to the first bounded oake on the west w<sup>th</sup> the said paralell  
on the South with the said River Containing only three hundred  
acres of Land nowe in the tenure or occupacon of him the said  
Morgan Jones or his assignes all and Singular w<sup>ch</sup> said parcell of  
Land with all and Singular the houses, Buildings, structures, or [p. 174]  
Edifices whatsoever thereunto belonging, or appertaining together  
with all the orchards gardens pastures, Comons, Comon of pasture,  
ranges for hogges, woods, or underwoods, water, watercourses fish-  
ing fowling, waies easements Comodities or hereditaments what-  
soever to the said Land belonging or in anie wise appertaining To  
have and to hold the said Land, and all and singular the premises  
aforementioned to be hereby Bargained, and Sould with their ap-  
purtenances and everie part and parcell thereof whatsoever before  
mentioned, or recited unto the said John Hutchinson his heires  
Executors, Administrators, and assignes for ever; and the said  
Morgan Jones for himselfe his heires, Executors, Administrators  
and assignes for ever doth Covenant graunt and agree to and with  
the said John Hutchinson his heires Executors, Administrators, and  
assignes and every of them by these presents That he or they yeild-  
ing and paying for th<sup>e</sup> above specified Land yearelie sixe Shillings of [p. 175]  
good Currant English Money or the value thereof in such goods,  
and Comodities to the Receaver or Collector appointed by his Lord-  
ship his heires, or Successors shall accept in discharge thereof That  
he the said John Hutchinson his heires, Executors, Administrators,  
and Assignes shall and may peaceably and quietlie have, hold, occupie,  
possesse, and enjoy all and singular the premises before mentioned,  
and by these presents Bargained and sould and everie part, and  
parcell thereof with every their rights Members and appurtenances

Liber C without the lawfull Lett, and trouble, suite eviction, exquieten interruption, or demand of or by the said Morgan Jones, or of or by his heires Executors, or Administrators or anie of them, or anie others for their or anie of their uses, or by from or under their or anie of their titles, estates, Meanes, or procurements, as allsoe acquitted, and discharged or within Convenient time time after Reasonable request made well and Sufficiently Saved and kept harme-  
 [p. 176] lesse of and from all manner of former, and other Bargaines sales, estates, former leases Dowes rights, and titles of Dowes Joyntures uses entailes wills, rents, Charges, Services, arrearages of rents Statutes, Recognizance, Judgm<sup>ts</sup> execucons titles, troubles, charges, and demands whatsoever had made done Comitted or wilfully suffered by the said Morgan Jones his heires, or assignes or anie of them or of or by anie other person, or persons whatsoever lawfully Claiming by from or under them, or others, or anie of them or anie of their uses, or by their or anie of their titles estates, meanes, or procurements, and the said Morgan Jones for himselfe his heires, Executors, and Administrators all and singular the before bargained premises with their appurtenances and every part, and parcell thereof unto the said John Hutchinson his heires, Executors Ad-  
 [p. 177] ministrators and assignes to the intent, and true meaning aforesaid shall and will warrant, and for ever Defend by these presents In wittenesse whereof the parties above menconed to these Indentures have interchangeably set their hands, and seales the day and yeare above written  
 Morgan **M<sup>J</sup>** Jones  
 Signed, Sealed, and delivered his marke ○  
 in the presence of us  
 Geo: Thompson  
 James Lindsey

This Indenture made this eleaventh Day of June in the yeare of our Lord one Thousand sixe hundred sixtie seaven Between Jeremiah Dickinson of Charles Countie in the Province of Marieland of th<sup>e</sup> one part, and Stephen Montague of the same Countie and Province of the other part Witnesseth That the said Jeremiah Dickenson as well for and in Consideracon of the Sum<sup>e</sup> of three thousand two hundred pounds of tobaccoe and Caske before the ensealing and Deliverie hereof by the said Stephen Montague paid wherewith the said Jeremiah Dickinson doth acknowledge himselfe to be fullie  
 [p. 178] satisfied and thereof and of every part and parcell thereof doth acquitt, Release, and discharge the said Stephen Montague his heires, Executors, and Administrators by these presents as allsoe for diverse other good Causes, and Consideracons him thereunto moving hath given, graunted, aliened, Bargained, sold, enfeoffed, and Confirmed, and by these presents doth fullie Clearelie, and absolutelie give, graunt, alien, Bargaine, sell, enfeoffe and Confirme unto the said Stephen Montague his heires, Executors, Administrators, and As-

signes for ever all his right, title, & interest of in and to a parcell of Land called Batchelors Harbour, and in or to anie part or parcell thereof Scituate, and lyeing on the east side of Pascataway River about twoe miles from Pascataway Creeke beginning at a marked Cedar standing at the Mouth of a Creeke in the said River called S<sup>t</sup> Georges Creeke and Running South and by east downe the River for the length of three hundred and twenty perches to a marked oake standing at the Mouth of a Creeke called Jeromes Creeke bounding on the South with the said Creeke and a line drawne east Northeast for the length of five hundred perches to a marked oake on the East with a Line drawne Northwest from the end of the former Line to the head of a Creeke that falleth into S<sup>t</sup> Georges Creeke called Ashe Creeke on the North with the said Creeke on the west with the said River containing eight hundred acres more or lesse as will appeare by a Pattent graunted joyntlie unto the said Jeremiah Dickenson and Stephen Montague bearing date at S<sup>t</sup> Maries in the Province of Maryland the twenty sixth day of May one Thousand sixe hundred sixty three, & in the two and thirtieth yeare of th<sup>e</sup> Dominion of Caecilius Lord and Proprietary of the said Province with all and singular its rights, Members, Jurisdictions, and appurtenances, together with all houses buildings, orchards, gardens, yards, backsides, easements, Lands, tenements Meadows, feedings, pastures woods, underwoods, waies, proffits, Comodities hereditaments, and appurtenances whatsoever to the said Land, and premises, or to anie part, or parcell thereof belonging or in anie manner of way appertaining, and allsoe all th<sup>e</sup> estate, Right, title, interest, use, propertie, Claime, and Demand whatsoever of him the said Jeremiah Dickenson of in or to the same, and all Deeds, writings and evidences touching or concerning the premises, or anie part, or parcell thereof To have and to Hold the afores<sup>d</sup> parcell of Land, and singular other the premises with their and every of their Rights, Members, and appurtenances whatsoever to the said Stephen Montague his heires, and assignes for ever And the said Jeremiah Dickinson doth for him selfe his heires, Executors, Administrators, and Assignes Covenant, promise and graunt to and with the said Stephen Montague his heires, Executors, Administrators, and assignes That he the said Jeremiah Dickinson nowe is lawfullie and Rightfully possessed of a just and due title and Claime in lawe of and in the before Bargained premises, and hath full and absolute power to Bargaine, Sell, and assure the same and that the said premises nowe are and for ever hereafter shall be, and Continue free and cleare and freelie, and Clearly acquitted, exonerated and discharged of and from all and singular other Bargaines, Sales, gifts graunts, leases, rents, arrearages of rents Rent Charges, Mortgages, Joyntures Dow-ers Rights and titles of Dowers Claimes, and Demands whatsoever of him them or any of them formerly had, done, or Comitted, or to

Liber C

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[p. 180]

[p. 181]

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[p. 182] be had, done, or Comitted And the said Jeremiah Dickenson for himselfe his heires, Executors, Administrators, and assignes the aforesaid parcell of Land, and all and singular the premises before graunted, Bargained, and sould with the appurtenances unto the said Stephen Montague his heires, and assignes for ever against him the said Jeremiah Dickenson his heires, and assignes and ag<sup>t</sup> all and ag<sup>t</sup> all and every person and persons whatsoever lawfully Claiming from by or under him them, or anie of them and against all other persons whatsoever shall and will warrant and for ever Defend by these presents; And the said Jeremiah Dickenson for himselfe his heires, Executors, and Administrators doth Covenant, promise graunt and agree to and with the said Stephen Montague his heires Executors, Administrators and assignes, and every of them by these presents That th<sup>e</sup> said Stephen Montague his heires and
- [p. 183] assignes, and everie of them shall and may by force and virtue of these presents from time to time, and at all times for ever hereafter lawfully quietlie and peaceably have hold use occupie possesse and enjoy the said Land, and all and singular the before graunted premises with their and everie of their Rights, Members and appurtenances and have Receave, and take the Rents issues, and proffits thereof to his and their owne proper use, and behoofe without anie manner of Lett trouble, eviction, or interruption of or by the said Jeremiah Dickenson his heires, Executors, Administrators, or assignes or anie of them or of or by anie other person or persons (The Rents, and Services which from henceforth from time to time for or in respect of the forementioned premises hereby sould shall growe due and payable to th<sup>e</sup> Cheife Lord or Lords of the Fee or Fees
- [p. 184] thereof for or in respect of his, or their Seigniorie or Seigniories only excepted and foreprized; and the said Jeremiah Dickinson for himselfe his heires, Executors, and Administrators doth Covenant, and promise to and with the said Stephen Montague his heires, Executors, Administrators, and assignes That he the said Jeremiah Dickenson his heires, or assignes shall and will at anie time or times within seaven yeares next following upon the Request, and at th<sup>e</sup> Cost, and Charges in lawe of the said Stephen Montague his heires or As-
- ne legatur  
parenthesis assignes or anie of them [or his or their Councell Learned in the lawe shall him the said Dickenson his heires, or assignes] make, and Deliver such further Assurance, and assurances for the said premises as he the said Stephen Montague his heires, or Assignes, or anie of them or his or their Councell learned in th<sup>e</sup> lawes shall him the said
- [p. 185] Dickinson his heires, or assignes, or anie of them thereto Require And the said Jeremiah Dickinson for himselfe his heires, Executors, Administrators, and assignes to the intent and Meaning afores<sup>d</sup> shall, and will warrant, and for ever Defend by these presents all and singular the before bargained Premises w<sup>th</sup> their and every of their appurtenances and every part and parcell thereof unto the said Stephen Montague his heires Executors Administrators and as-

signes. In witnes whereof the parties first above menconed to these present Indentures have interchangeably Set their hands, and seales th<sup>e</sup> day and yeare first above written. Liber C

Signed, Sealed, and

Jeremiah *JD* Dickinson

Delivered in the p<sup>s</sup>ence of us

his Marke

○

Rich: Randall

William Allen

This Indenture made the thirtieth Day of May in the yeare of our Lord one thousand sixe hundred and sixtie seaven Between Oliver Balfe of Stafford Countie in Virginia Planter of the one parte and George Harris of Charles Countie in the Province of Marieland planter of the other part Witnesseth That the said Oliver Balfe for and in Considera<sup>o</sup>n of tenne thousand pounds of tobaccoe and Caske before the ensealing and delivery of these presents by the said George Harris paid wherewith the said Oliver Balfe doth acknowledge himselfe sufficiently Satisfied Contented and paid, and of everie parte and parcell thereof doth by these presents acquitt, exonerate, and discharge the said George Harris his heires Executors, Administrators or assignes by these presents As allsoe for diverse other good Causes, and Considera<sup>o</sup>ns me hereunto moving have given, graunted Bargained alienated, enfeoffed, confirmed, and sould And by these presents doth give, graunt, enfeoffe alienate Confirme, and Sell from me my heires Executors or Administrators for ever unto George Harris his heires Executors Administrators or Assignes for ever all that parcell, or Tract of Land called Troopes Rendesvouz Scituate lyeing and being on the east side of the Creeke of Avon River formerly Called Nangemy creeke joyning to the land of Andrew Watson, and Edward Deane beginning at the said Watsons eastermost bound tree bounding on the west by a line drawne North for length three hundred, and twentie perches unto the Northermost bound tree of the said Deane on the North by a Line drawne east by the Land of James Lindsey for breadth one hundred, and seaventy perches on the east by a line drawne South from the end of the east Line for length three hundred and twenty perches on the South by a line drawne west from th<sup>e</sup> end of the South line unto Watsons Bound tree Containing three hundred and fiftie acres of Land more, or lesse w<sup>th</sup> all and Singular the rights proffits priviledges Members, and appurtenances together with all houses, Edifices, Buildings orchards gardens Backsides, easements Lands and tenem<sup>ts</sup> Meadows pastures feedings, appurtenances, woods underwoods waies, proffits, and hereditaments whatsoever unto the said Land, and premises or to anie part, or parcell thereof in anie waies appertaining, or belonging, and allsoe all the estate, right, title, interest use claime property and Demand whatsoever of him the said Oliver Balfe of in or to the same, and all deeds writings and evidences whatsoever belonging or concerning

Liber C the premises, or anie part, or parcell thereof To have and to hould the aforesaid parcell of land, and all and singular the premises before graunted bargained or sould and Men̄oned to be herein and hereby graunted, Bargained, and Sould with their and everie of their and everie of their Rights, Members, and appurtenances whatsoever unto the said George Harris his heires, Executors, or Administrators and to the only proper use and behoofe of the said George Harris his heires for ever And the said Oliver Baulfe for himselfe his heires Executors and Administrators the afores<sup>d</sup> parcell of Land and all and Singular the premises before graunted and sould unto the said George Harris his heires &c for ever ag<sup>t</sup> him the said oliver Baulfe his heires Executors and Administrators and ag<sup>t</sup> all and every person and persons whatsoever lawfully Claiming from by or under him or anie of them and allsoe from all former graunts, Sales Mortgages Dowes, titles of Dower thirds, rents, arrearages of rents or anie other Molestāon whatsoever touching the aforementioned premises shall, and will warr<sup>t</sup> and for ever Defend by these presents And the said oliver Baulfe for himselfe his heires, Executors and Administrators doth Covenant graunt,

[p. 189] and agree to and with the said George Harris his heires, Executors, Administrators, and assignes, and every of them That the said George Harris his heirs Executors, Administrators, or Assignes and every of them by force, and virtue of these presents from time to time and at all times hereafter for ever shall Lawfullie quietlie, and peaceably have hold occupie possesse, and enjoy the aforesaid Land with all and singular the before Mentioned premises with all and singular their Rights Members, and appurtenances and have, receive, and take the Rents, issues, and proffits thereof to his and their proper use and behoofe without anie Lett trouble, eviction or molestāon of the said oliver Baulfe his heires, Executors, Administrators, or assignes or anie of them, or anie other person, or persons whatsoever (the Rents, and services w<sup>ch</sup> from time to time here-

[p. 190] after for or in respect of the first Men̄oned premises hereby Sould shall or may growe due unto the Cheife Lord, or Lords of this Province for or in respect of their Seigniory only excepted And the said oliver Baulfe for himselfe, his heires, Executors, Administrators, and assignes all, and singular the before bargained premises and every part, and parcell thereof unto the said George Harris his heires, Executors &c to the intent, and Meaning aforesaid shall and will warrant, and for ever Defend by these presents In Witnesse whereof the parties above men̄oned have interchangeably set to their hands, and Seales the Day and yeare above men̄oned


[p. 191] Signed, Sealed and  
 Delivered in the p̄sence of  
 Stephen Montague  
 Alexander Synnett

Oliver X Baulfe  
 his marke ○



George Harris acknowledgeth this ensuing Conveyance unto Liber C  
John Robinson and his wife.

This Indenture made the eleaventh Day of June in the yeare of [p. 192]  
our Lord one thousand sixe hundred sixtie and seaven Between  
George Harris of Charles Courtie in the province of Maryland  
planter of the one part and John Robinson, and Elizabeth his wife  
of the said County, and Province of the other part Witnesseth That  
the said George Harris for and in Consideraçon of eleaven thousand  
pounds of tobaccœ, and Caske before the ensealing, and delivery  
hereof by the said John Robinson and Elizabeth his wife paid,  
wherew<sup>th</sup> the said George Harris doth acknowledge himselfe suffi-  
ciently Satisfied Contented, and paid and of everie part, and parcell  
thereof doth by these presents acquitt, exonerate, and discharge the  
said John Robinson and Elizabeth his wife As allsoe for diverse  
other good Causes, and Consideraçons me hereunto moving have  
given, graunted, Bargained, alienated enfeofed, Confirmed and  
sould and doe by these presents give graunt, Bargaine, alienate, [p. 193]  
Confirme and Sell from me my heires Executors, & Administrators  
for ever unto John Robinson, and Elizabeth his wife their heires  
Executors, Administrators, or assignes for ever all that parcell or  
tract of Land called Troopes Rendesvouz Scituate, lyeing, and being  
on the east side of the Creeke of Avon River formerly Called  
Nangemy Creeke joyning to the Land of Andrew Watson, and  
Edward Deane beginning at the said Watsons eastermost bound tree  
bounding on the west by a line drawne North for length three  
hundred and twentie perches unto the Northermost bound tree of the  
said Deane on the North by a Line drawne east by the Land of  
James Lindsey for breadth one hundred and Seaventie perches on  
the East by a line drawne South from the end of the east line for  
length three hundred and twenty perches on the South by a line  
drawne west from the end of the South Line unto Watsons Bound  
tree containing three hundred and fifty acres of Land more, or lesse [p. 194]  
with all and singular the Rights proffits, priviledges, Members, and  
appurtenances together with all houses, Edifices, buildings, Orchards,  
gardens, Backsides, Easements, Lands, tenements, Meadows pas-  
tures, feedings, appurtenances, woods, underwoods, waies, proffits,  
and hereditaments whatsoever unto the said Land, and premises or  
to anie part or parcell thereof in anie waies belonging or appertain-  
ing, and allsoe all the estate, Right, title, interest, use, property,  
Claime or Demand whatsoever of him the said George Harris of  
in or to the same, and all deeds, writeings, and evidences whatsoever  
belonging or concerning the premises, or anie part or parcell thereof  
To have and to hold the said parcell of Land and all and singular  
the premises before graunted bargained, and Sould, and mençoned  
to be herein and hereby graunted, Bargained, and Sould w<sup>th</sup> their  
and everie of their Rights, Members, and appurtenances whatsoever [p. 195]  
unto John Robinson and Elizabeth his wife their heires Executors,

- Liber C Administrators, or assignes, and to the only proper use and behoofe of the said John Robinson and Elizabeth his wife their heires, Executors, Administrators, and assignes for ever And the said George Harris for himselfe his heires, Executors, and Administrators the aforesaid parcell of Land and all and singular the premises before graunted and sould unto the said John Robinson, and Elizabeth his wife their heires, Executors, Administrators, or assignes for ever against him the said George Harris his heires, Executors, and Administrators, and against all and every person or persons whatsoever lawfully Claiming from by or under him, or anie of them and allsoe from all former graunts, Sales, Mortgages Dowes, titles of Dowes, thirds, rents, arrearages of rents or anie other Molestation whatsoever touching the premises before menconed shall and will warrant and for ever defend by these presents, and the said George Harris, for himselfe his heires Executors, and Administrators, doth Covenant, graunt, and agree to and with the said John Robinson, and Elizabeth his wife their heires, Executors, Administrators, and assignes, and every of them that th<sup>e</sup> said John Robinson, and Elizabeth his wife their heires Executors, Administrators and everie of them by force, and virtue of these presents from time to time and at all times for ever hereafter shall Lawfullie quietly, and peaceably have, hold, occupie possesse, and enjoy the aforesaid Land with all and singular the before menconed premises w<sup>th</sup> all singular the Rights, Members, and appurtenances, and have receave and take the rents, issues, and proffits thereof to their proper use, and behoofe without anie Lett, trouble, eviction or
- [p. 196]
- [p. 197] Molestacon of the said George Harris his heires, Executors, Administrat<sup>rs</sup> or assignes, or anie of them, or anie other person, or persons whatsoever the Rents and Services which from time to time hereafter for and in respect of the first menconed premises hereby Sould shall or may growe due unto the Cheife Lord or Lords of this province for and in respect of their Seigniorie only excepted And the said George Harris, his heires, Executors, Administrators, and assignes all and singular the before bargained premises, and every part and parcell thereof unto the said John Robinson and Elizabeth his wife their heires, Executors, Administrators, and assignes to th<sup>e</sup> intent & meaning aforesaid shall and will warrant & for ever Defend by these presents In Witnes whereof the parties above menconed have hereunto set their hands, and Seales interchangeably the Day and yeare abovesaid
- [p. 198] M<sup>dm</sup> the wordes (or tract) in the originall were interlined between the eighth, & Ninth Lines before Signing sealing and Delivery hereof
- George  Harris
- his marke ○
- Signed Sealed and Deliv<sup>d</sup>  
in the psence of us  
Richard Randall  
Gerrard Browne

Liber C

This Indenture made the eighth Day of June in the yeare of our Lord one Thousand sixe hundred sixtie and Seaven Between John Robinson of Charles County in the Province of Marieland planter and Elizabeth his wife of the one part, and Richard Randall of the afores<sup>d</sup> Countie and province Merch<sup>t</sup> of the other part Witnesseth That the said John Robinson and Elizabeth his wife for and in Considera<sup>o</sup>n of tenne thousand pounds of tobaccoe and Caske before the ensealing and delivery hereof by the said Richard Randall paid wherewith the said John Robinson, and Elizabeth his wife doe acknowledge themselves sufficiently Satisfied Contented and paid and of every part and parcell thereof doe by these presents acquitt, [p. 199] exonerate and discharge the said Richard Randall As allsoe for diverse other good Causes, and Considera<sup>o</sup>ns us hereunto moving have given, graunted, Bargained, alienated, enfeoffed, Confirmed and Sould And doe by these presents give, graunt, Bargaine, alienate, Confirme, and Sell from us our heires, Executors, Administrators, and assignes for ever unto Richard Randall his heires, Executors, Administrators or assignes for ever two hundred, and fiftie acres of Land of that parcell or Tract of Land called Troopes Rendevouz Scituate, lyeing and being on the east of th<sup>e</sup> Creeke of Avon River formerly called Nangemy Creeke joyning to the Land of Andrew Watson and Edward Deane beginning at the said Watsons Eastermost Bound tree bounding on the west by a line drawne North for length two hundred and twenty eight perches and a halfe on th<sup>e</sup> North by a Line drawne east for breadth one hundred, and [p. 200] Seaventie perches on the east by a Line drawne South from the end of the East Line for length two hundred, and twenty eight perches, and a halfe on the South by a line drawne west from the end of the South Line to Watsons Bound tree be it more or lesse With all and singular the rights proffits priviledges Members and appurtenances together with all and singular the houses, edifices, Buildings, orchards, gardens Backsides, easements, Lands, tenements, Meadows pastures, feedings, appurtenances, woods, underwoods, waies, proffits, and hereditaments whatsoever unto the said Land and premises, or to anie part, or parcell thereof in anie waies appertaining or belonging and allsoe all the estate right, title, interest use, property, Claime or demand whatsoever of them the said Jo: Robinson and Elizabeth his wife of in or to the same and all Deeds, writings, and Evidences whatsoever belonging, or Concerning the premises, [p. 201] or any part, or parcell thereof To have, and to Hold the aforesaid parcell of Land and all and singular the premises before graunted, Bargained, and Sould and Men<sup>o</sup>ned to be herein and hereby graunted, Bargained, and Sould with their, and every of their rights, Members, and appurtenances whatsoever unto Richard Randall his heires, Executors, Administrators, and assignes, and to his and their only proper use, and behoofe for ever And the said John Robinson and Elizabeth his wife doe for themselves, their heires, Executors,

Liber C and Administrators the aforesaid parcell of Land, and all and singular the premises before graunted, and sould unto the said Richard Randall his heires, Executors, Administrators, or assignes for ever  
 [p. 202] against themselves, their heires, Executors, Administrators, or assignes, & against all and every person or persons whatsoever lawfully Claiming from by or under them, or anie of them and allsoe from all former graunts, Sales, Mortgages, Dowes, titles of Dowes, thirds, rents, arrearages of Rents, or anie other Molestacon whatsoever touching the premises before menconed shall, and will warrant, and for ever Defend by these presents, and the said John Robinson, and Elizabeth his wife for themselves, their heires, Executors, and Administrators doe Covenant, graunt and agree to and with Richard Randall his, heires, Executors, Administrators, and assignes and every of them That th<sup>e</sup> said Richard Randall his heires, Executors, Administrators, and every of them by force, and virtue of these presents from time to time and at all times hereafter for  
 [p. 203] ever shall lawfully quietly and peaceably have hold, occupie, possesse, and enjoy the afores<sup>d</sup> Land with all and singular the before mentioned premises with all and singular their Rights, and appurtenances And have receive, and take the Rents issues, and proffits thereof to his and their proper use, and behoofe without anie the Lett trouble, eviction, or Molestacon of the said John Robinson and Elizabeth his wife their heires, Executors, Administrators or anie of them or anie other person or persons whatsoever (the Rents, and services due unto the Cheife Lord or Lords of this province in respect of his or their Seigniory only excepted) And the said John Robinson, and Elizabeth his wife their heires Executors Administrators, and assignes, and every of them all and singular the premises and every  
 [p. 204] part, and parcell thereof unto the said Richard Randall his heires, Executors, Administrators, and assignes all and singular the s<sup>d</sup> premises shall and will warrant, and to the true intent and Meaning afores<sup>d</sup> for ever Defend by these presents In Witnesse whereof the parties above menconed have interchangeably hereunto set their hands, and seales the Day and yeare above written

Signed Sealed and Delivered

in the p<sup>s</sup>ence of us  
 Gerrard Browne  
 William Allen  
 Geo: Harris

*Geo*

his marke

John *JR* Robinson  
 his marke ○

Elizabeth ⊕ Robinson  
 her marke ○

This Indenture made the eleaventh Day of June in the yeare of our Lord One Thousand sixe hundred sixtie and seaven Between John Charman of Charles County in the Province of Maryland of the one part, and Alexander White of the same County of the other part Witnesseth That the said John Charman as well for and

in Consideraçon of a Considerable quantity of tobaccoe and Caske to him in hand paid by the said Alexander White the Receipt whereof the said John Charman doth hereby acknowledge himselfe to be therewith fully Satisfied, Contented, & paid, and thereof and of and from every part and parcell thereof doth acquitt, and discharge the said Alexander White his heires, Executors, and Administrators by these presents As allsoe for diverse other good Causes, & Consideraçons him thereunto Moving hath given graunted, Bargained, aliened, Sould, enfeoffed, and Confirmed and by these presents doth fullie Clearly and absolutely give graunt alien Bargaine sell enfeoffe and Confirme unto the said Alexander White his heires, & assignes for ever all that parcell or tract of Land called Charmans purchase lyeing on the North side of Patomack River next adjoyning to the Land of John Tompkison called Maryland Point first in the possession of the said John Charman and nowe in the possession of the said Alexander White it being laid out for two hundred acres Butted, and Bounded as by Pattent relacon being thereunto had may more at large appeare together with all writeings, Deeds, Charters, Manuscripts, or papers, touching, or Concerning the same with all and Singular its rights, Members, Jurisdicons and appurtenances together with all waies proffits, easements, water Courses, Meadowes, feedings, pastures, woods, underwoods, Comodities, hereditaments and appurtenances whatsoever to the said Land and premises or anie part, or parcell thereof belonging or in anie Manner of waies appertaining and allsoe all th<sup>e</sup> estate, right, title interest use property Claime or demand of him the said John Charman of in or to the same To have and to hould th<sup>e</sup> aforesaid parcell of Land, and all and singular the premises before graunted Bargained, and Sould with their, and every of their Rights, Members, and appurtenances whatsoever unto the said Alexander White his heires and assignes for ever And the said Jo: Charman doth for himselfe his heires, Executors, and Administrators Covenant, promise and graunt to and with the said Alexander White his heires, Executors, Administrators, and assignes That he the said John Charman nowe is lawfullie, and justly possessed of a just, & due title, & Claime in lawe of and in the before bargained premises, and hath full, and absolute power to Bargaine sell and assure the same and that the said premises nowe are, and for ever after shall be and Continue free, and Cleare, and freely, and Clearly acquitted, exonerated, and discharged of and from all and singular other and former Bargaines Sales gifts, graunts Leases rents, arrearages of rents rent Charges Mortgages joyntures Dowers, rights, and titles of Dowers, Claimes, Demands, or incumbrances whatsoever by him them or anie of them formerly had done or Comitted, And the said John Charman for himselfe his heires, Executors, and Administrators the aforesaid parcell of Land and all and singular other th<sup>e</sup> premises before graunted, Bargained and Sold with the

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[p. 206]

[p. 207]

[p. 208]

Liber C appurtenances unto the said Alexander White his heires, and Assignes for ever against him the said John Charman his heires, and assignes, and against all and every person and persons whatsoever Lawfully Claiming from by or under him them or anie of them and against all other persons shall and will warrant, and for ever Defend by these presents And the said John Charman for himselfe his heires, Executors, and Administrators doth Covenant promise graunt, and agree to and with the said Alexander White his heires and assignes and every of them by these presents That the said Alexander White his heires, and assignes, and every of them shall and may by force, and virtue of these presents from time to time and at all times for ever hereafter lawfullie, quietly and peaceably have, hold, use occupie, and possesse the said Land, and all and Singular the premises before graunted with their, and everie of their Rights Members, and appurtenances, and have, Receive, and take the Rents, issues and proffits thereof to his, & their owne proper use and behoofe without anie manner of Lett trouble, eviction, or interruption of or by the said John Charman his heires, Executors, or Administrators or assignes or anie of them or of or by anie other person or persons, (the rents and Services which from time to time from henceforth for or in respect of the first mentioned premises hereby Sould shall growe due and payable to the Cheife Lord, or lords of the Fee or fees thereof for or in respect of his or their Seigniory or Seigniory's only excepted and foreprized and the said John Charman doth further Covenant and promise to and with the said Alexander White his heires, and assignes and every of them by these presents That the said Alexander White Requesting, the said John Charman his heires, Executors, and Administrators shall and will at anie time or times within Seaven yeares next following at the Cost and Charges in lawe of the said Alexander White his heires, or Assignes make, and Deliver

[p. 209]

[p. 210]

[p. 211]

such further Assurance and assurances for the said premises as the said Alexander White his heires, or Assignes, or any of them or his or their or anie of their Councill Learned in the Lawe shall him the said Charman his heires Executors, or Administrators, or anie of them thereto Require In Witnesse whereof the parties first above Mençoned to these present Indentures have interchangeably Set their hands, and Seales th<sup>e</sup> Day and yeare first above written.

Signed, Sealed, and Delivered John Charman ○  
in the p<sup>s</sup>ence of us  
Stephen Montague  
Richard Randall

M<sup>dum</sup> Elizabeth Haselton Serv<sup>t</sup> of Nicholas Emerson hath absented her selfe from her said Master for the space of 12 dayes

The Courte is Adjourned untill the Second tuesday in August 1667.

Thomas Alcocks Demandeth warr<sup>t</sup> ag<sup>t</sup> John Robinson as Ad-  
ministrator of th<sup>e</sup> estate of John Lumbrozo dec<sup>d</sup> in an a<sup>c</sup>on of the Case to th<sup>e</sup> value of 900<sup>lb</sup> of tobaccoe. Liber C  
[p. 212]

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> the [blank] of August

Thomas Winder demandeth warr<sup>t</sup> ag<sup>t</sup> William Allen in an a<sup>c</sup>on of Debt upon acco<sup>t</sup> to th<sup>e</sup> value of 18 Barrells of Corne

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

David Driver demandeth warr<sup>t</sup> ag<sup>t</sup> John Robinson in an a<sup>c</sup>on of Debt to th<sup>e</sup> value of 350<sup>lb</sup> of tobaccoe, and Subpaena for Thomas Allanson and Luke Greene

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Walter Peake demandeth warr<sup>t</sup> ag<sup>t</sup> Isaac Tree in an a<sup>c</sup>on of Debt for 440<sup>lb</sup> of tobaccoe.

Warr<sup>t</sup> to th<sup>e</sup> Sherrife retorn<sup>ble</sup> ut supra

Mary Ellis Demandeth a warr<sup>t</sup> ag<sup>t</sup> Alexander Smyth in an a<sup>c</sup>on of the Case, and Subpaena for Edward Philp<sup>ot</sup>, and Edward Aplebye

Warr<sup>t</sup> to th<sup>e</sup> Sherrife and subpaena retorn<sup>ble</sup> ut supra

Henry Barnes entereth this following marke of his hogges, & Cattle viz<sup>t</sup> underkeel<sup>d</sup> & overkeel<sup>d</sup> on the right eare, and a figure of three on the left.

Thomas Abbot entereth this ensueing marke of all his hogges, & Cattell (viz<sup>t</sup>) a flower of Deluce upon both eares. [p. 213]

Jacob Peterson entereth his Marke of hogges, and Cattell (viz<sup>t</sup>) Cropt on th<sup>e</sup> right eare, and 3 Slitts in th<sup>e</sup> Croppe, the Left eare Cropt, and underkeel<sup>d</sup>

Henrie Moore entereth his Marke of his hogges, and Cattell (viz<sup>t</sup>) two Slitts right downe both eares, and th<sup>e</sup> Middle peice taken halfe of.

Richard Randall entereth his Marke of hogges, and Cattell (viz<sup>t</sup>) a Croppe, and a hole in th<sup>e</sup> left eare and a Swallowe Forke in th<sup>e</sup> right eare

Allsoe this other Marke for hogges and Cattell of his (viz<sup>t</sup>) A Croppe in th<sup>e</sup> Right eare, and th<sup>e</sup> left eare Slitt

John Robinson entereth his Marke of his hogges, and Cattell (viz<sup>t</sup>) Cropt on th<sup>e</sup> left eare and 2 Slitts and 2 peices Cutte out under th<sup>e</sup> right eare.

Samuel Harris entereth his Marke (viz<sup>t</sup>) Cropt on th<sup>e</sup> left eare, & underkeel<sup>d</sup> and th<sup>e</sup> right eare whole.





defraud the same to him th<sup>e</sup> Plaintife hath not according to th<sup>e</sup> said Liber C  
Lumbrozo's promise, and Assumption paid, and delivered or in anie  
Manner for th<sup>e</sup> same Satisfied but th<sup>e</sup> same to him hitherto to pay and  
Deliver he hath altogether Refused and yet refuseth Whereupon the  
Plaintife saith he is Damnified and hath Damage to th<sup>e</sup> value of  
2900<sup>th</sup> of tobaccoe and thereupon he brings his Suite.

Whereupon th<sup>e</sup> Plaintife in Confirmacon of his said Declaracon [p. 217]  
produceth the said Bond, and Award w<sup>th</sup> were as followeth (viz<sup>t</sup>)

Knowe all Men by these presents That I John Lumbrozo doe  
hereby Bind my selfe, my heires, Executors, Administrators, or  
Assignes to pay or Cause to be paid unto Thomas Alcocks his heires,  
Executors, Administrators, or Assignes the full and just Sume of  
tenne thousand pounds of tobaccoe, and Caske upon all Demand

The Condicon of this obligacon is such th<sup>t</sup> if in Case th<sup>e</sup> said  
Lumbrozo stand to th<sup>e</sup> award of William Calvert Esq and Zachery  
Wade gent concerning a difference for th<sup>e</sup> s<sup>d</sup> Lumbrozo's having in  
his Custody severall of the s<sup>d</sup> Alcocks goods taken out of his house  
when the said Alcocks wife, and Child was Murdered by the In-  
dians then the obligacon is void and of noe effect, otherwise to  
stand in full force, and virtue As witnesse this my hand th<sup>e</sup> 16<sup>th</sup>  
of Novemb<sup>r</sup> 1665.

Jo: Lumbrozo.

Test. George Thompson  
Samuell Cressey

Whereas Thomas Alcocks, and Jo: Lumbrozo Chose us William [p. 218]  
Calvert Esq and Zachery Wade gent to determine all busines between  
them, and have each to the other bound themselves in a Bond of  
tenn thousand pounds of tobaccoe w<sup>th</sup> Caske payable upon demand  
to stand to our Award Nowe Knowe ye th<sup>t</sup> wee doe Award That  
th<sup>e</sup> said John Lumbrozo shall pay unto the said Thomas Alcocks  
the Sume of Nine hundred pounds of tobaccoe, and Caske upon  
demand, and all such goods as he Received of the Indians apper-  
taining to th<sup>e</sup> English he is to Deliver to th<sup>e</sup> said Thomas Alcocks  
upon oath and this is our Award Witnesse our hands this 16<sup>th</sup> of  
November 1665

William Calvert  
Zacherie Wade

Hereupon th<sup>e</sup> said Thomas Alcocks had a Judgem<sup>t</sup> Confessed unto  
him by the said John Robinson for th<sup>e</sup> s<sup>d</sup> 900<sup>th</sup>

It is Therefore ordered That th<sup>e</sup> s<sup>d</sup> John Robinson as Administra-  
tor of the s<sup>d</sup> John Lumbrozo Satisfie and pay unto the s<sup>d</sup> Tho:  
Alcocks th<sup>e</sup> s<sup>d</sup> sume of 900<sup>th</sup> of tobaccoe.

David Driver ꝑ Attornai      Jo: Robinson as Admin<sup>r</sup> of Jo. Lum-  
James Johnson Plaintife      brozo ꝑ Attorn Rich. Randall Defend<sup>t</sup>

The Plaintife arresting the Defend<sup>t</sup> in his Acon of Debt as Admin<sup>r</sup> [p. 219]  
of Jo: Lumbrozo preferreth this ensuing Declaracon (vizt)

Liber C To the Wor<sup>ple</sup> the Co<sup>m</sup>mission<sup>rs</sup> of Charles County.

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in his a<sup>c</sup>on of Debt to th<sup>e</sup> value of three hundred & fiftie pounds of Merchantable tobaccoe with Caske for th<sup>t</sup> the Defend<sup>t</sup> is Administrator of the estate of the said John Lumbrozo dec<sup>d</sup> And for th<sup>t</sup> th<sup>e</sup> said Lumbrozo in his Life time became indebted to th<sup>e</sup> Plaintife in the said Sum<sup>e</sup> of 350<sup>th</sup> of tobaccoe with Caske and for the same passed his Bill to th<sup>e</sup> Plaintife bearing date the 16<sup>th</sup> of October 1665 readie to be produced in Courte But the Plaintife having demanded payment of the Defend<sup>t</sup> is Denied payment and Satisfac<sup>on</sup> thereof Wherefore th<sup>e</sup> Plaintife brings his Suite and Craves ord<sup>r</sup> of this Wor<sup>ple</sup> Courte for th<sup>e</sup> same w<sup>th</sup> Costs of suite

[p. 220] Hereupon th<sup>e</sup> Defend<sup>ts</sup> Attorney demandeth a Letter of Attorney from th<sup>e</sup> Plaintifes Attorney and prooffe of the same; but for th<sup>t</sup> noe Sufficent prooffe could be made of the witnesses hands to th<sup>e</sup> Letter of Attorney produced It is ordered That the Plaintife be Nonsuited, and pay Costs of suite (vizt) 90<sup>th</sup> of tobaccoe to Jo. Robinson th<sup>e</sup> Defend<sup>t</sup> for 3 dayes Attendance.

M<sup>r</sup> Benjamin Rosier as Attorney of Walter Hall of S<sup>t</sup> Maries Countie produceth a Bill in Courte passed to him from Jo. Lumbrozo dec<sup>d</sup> for the sum<sup>e</sup> of 800<sup>th</sup> of tobaccoe w<sup>ch</sup> is as followeth and Demandeth Judgm<sup>t</sup> of Jo. Robinson as Admin<sup>r</sup> of th<sup>e</sup> s<sup>d</sup> Lumbrozo to be acknowledged unto him for satisfac<sup>on</sup> of the Same

This Bill Bindeth me Jo. Lumbrozo of Charles County Chirurgion my heires Executors, or Administrators to pay or Cause to be paid to Walter Hall his heires, or Assignes the Sum<sup>e</sup> of 800<sup>th</sup> of good tobaccoe, and Caske upon all Demands to be paid in Charles Countie or S<sup>t</sup> Maries Countie Witnesse my hand this 16<sup>th</sup> day of Octob. 1665.  
Test David Driver Jo. Lumbrozo

Robert X Harris  
his marke

[p. 221] Whereupon th<sup>e</sup> s<sup>d</sup> Jo. Robinson acknowledged Judgm<sup>t</sup> for th<sup>e</sup> s<sup>d</sup> 800<sup>th</sup> of tobaccoe And It was Therefore Ordered That th<sup>e</sup> s<sup>d</sup> Robinson forthw<sup>th</sup> pay the said sum<sup>e</sup> of Sound Merchantable tobaccoe w<sup>th</sup> Caske unto th<sup>e</sup> s<sup>d</sup> Walter Hall as Administrator of th<sup>e</sup> estate of Jo. Lumbrozo as afores<sup>d</sup>.

Marie Ellis Plaintife Alexand<sup>r</sup> Smyth Defend<sup>t</sup>

The Plaintife having arrested th<sup>e</sup> Defend<sup>t</sup> in her a<sup>c</sup>on of the Case, and neither appearing her selfe nor by her Attorney the Defend<sup>t</sup> Craved ord<sup>r</sup> for a Nonsuite against her w<sup>ch</sup> was graunted

Ordered Therefore th<sup>t</sup> th<sup>e</sup> Plaintife be Nonsuited and th<sup>t</sup> she pay unto Edward Apleton by her Subpaena<sup>d</sup> for 3 dayes Attendance 90<sup>th</sup> of tobaccoe

Whereas Will. Nevill was Bound in a Bond of 30000<sup>th</sup> of tobaccoe for th<sup>e</sup> Acknowledgm<sup>t</sup> of 150 acres more, or lesse to Will. Allen,

and Jo: Mun at th<sup>e</sup> Cr<sup>t</sup> of June last he prayeth That this Caution Liber C may be entered That according to th<sup>e</sup> said Obliga<sup>co</sup>n he appeared, and offered to acknowledge th<sup>e</sup> same to Will. Allen but th<sup>e</sup> s<sup>d</sup> Jo. Mun not being present at Courte th<sup>e</sup> said Allen would not accept of such Acknowledgm<sup>t</sup>.

M<sup>dm</sup> M<sup>r</sup> Walter Peake entereth Jonathan Marler his Attorney to Receive for him, and to his use all acknowledgm<sup>ts</sup> of Land th<sup>t</sup> shall be made to th<sup>e</sup> s<sup>d</sup> Walter Peake in Charles Countie.

John Boswell entereth his Marke of his hogges, and Cattell (vizt) [p. 222] Cropt on th<sup>e</sup> right eare, and 2 Slitts; Cropt on th<sup>e</sup> left, and overkeel<sup>d</sup>

Robert Perkins entereth th<sup>e</sup> Marke of his hogges, and Cattle (vizt) A Slitt on th<sup>e</sup> Right eare, and th<sup>e</sup> upper part Cut of; and th<sup>e</sup> left eare underkeel<sup>d</sup>

M<sup>r</sup> Zachery Wade had a Man-Child borne on th<sup>e</sup> 22<sup>th</sup> of Septemb. An<sup>o</sup> 1666 and Died before Baptized

Allsoe one William Wilkenson a Serv<sup>t</sup> of the s<sup>d</sup> M<sup>r</sup> Zachery wade died some time in June An<sup>o</sup> 1666.

Ellener Obryan th<sup>e</sup> Daughter of Mathias Obryan was Borne on th<sup>e</sup> 5<sup>th</sup> Day of Novemb. An<sup>o</sup> 1666

Jo: Ashbrooke was Married in th<sup>e</sup> yeare 1667.

Will. Emerson sonne of Nicholas Emerson was Borne on th<sup>e</sup> seaventeenth Day of Novem. 1666.

M<sup>dm</sup> Elizabeth Haselton absented herselfe from her Master Nicholas Emerson for th<sup>e</sup> space of 10 dayes.


Whereas a writt of Scire facias for Delay of Execu<sup>co</sup>n above a yeare and a Day issued ag<sup>t</sup> Richard True retorn<sup>ble</sup> this present Cr<sup>t</sup> to Shew Cause wherefore Execu<sup>co</sup>n should not forthw<sup>th</sup> issue ag<sup>t</sup> him for th<sup>e</sup> paym<sup>t</sup> of the su<sup>m</sup>e of 816<sup>th</sup> of tobaccoe to Geo. Harris Attorney of Edw. Deane recovered ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> True by ord<sup>r</sup> of a Courte held on th<sup>e</sup> 16<sup>th</sup> of Novemb. 1665 and the said Rich. True was not able to shew anie just or Sufficent Cause It is Ordered th<sup>t</sup> Execu<sup>co</sup>n forthw<sup>th</sup> issue ag<sup>t</sup> th<sup>e</sup> goods Debts and Chattels of the s<sup>d</sup> True for th<sup>e</sup> paym<sup>t</sup> of the s<sup>d</sup> su<sup>m</sup>e

I Thomas Thorowgood doe Sweare That according to th<sup>e</sup> best of [p. 223] my knowledge, and understanding I will faithfully Serve the Lord Proprietary of this Province in the Legall Execu<sup>co</sup>n of th<sup>e</sup> office of a Coron<sup>r</sup> for Charles Countie within this Province Soe help me God &c.

Thomas Thorowgood

Sworne before me the 7<sup>th</sup>

Day of August 1667

Walter  Beane  
his marke

Liber C William Boyden acknowledgeth this ensuing Conveyance of one hundred and fifty acres in Doges Neck to Walter Peake formerlie belonging to Thomas Allenson

This Indenture made this thirteenth Day of August in the yeare of our Lord one Thousand sixe hundred sixtie and Seaven Between William Boyden of Charles County in the Province of Marieland Planter of the one parte and Walter Peake of St Maries County in the Province aforesaid Inneholder on the other part Witnesseth That the said William Boyden for and in Consideraçon of tenne Thousand pounds of tobaccoe, and Caske in hand paid before th<sup>e</sup>

[p. 224] Ensealing and Deliverie hereof by the said Walter Peake whereof and wherew<sup>th</sup> the said William Boyden doth acknowledge himselfe fullie Satisfied, Contented, and paid, and thereof and of everie part and parcell thereof doth acquitt and discharge the said Walter Peake his heires Executors Administrators, and everie of them by these presents Have Graunted, Bargained, sould assigned Set over and Confirmed, and by these presents doe fullie, and Clearelie, & absolutelie graunt, Bargaine, Sell, assigne Set over and Confirme unto the said Walter Peake his heires Executors, Administrators, and Assignes all that parcell of Land being in Charles County aforemençoned, and Bounded out as followeth being part of a graunt from Thomas Allanson gen<sup>t</sup> unto him the said William Boyden, and Coñonly knowne by the Name of the Doges Neck Beginning at th<sup>e</sup> point at the bottome of Neck, and running for length up Patomack

[p. 225] river to a Spanish oake and thence for th<sup>e</sup> Breadth thereof running Crosse to a Locust Containing by Estimaçon one hundred, and fiftie acres more or lesse all and Singular which said parcell of land together with all and Singular the houses Plantaçons tenements, orchards Meadowes, Pastures, Woods, proffits, Coñodities, and appurtenances whatsoever unto the same belonging, or in anie wise appertaining To have, and to hold the said Land and all and Singular th<sup>e</sup> premises before Mençoned with the appurtenances and every part and parcell thereof unto the said Walter Peake his heires Executors Administrat<sup>rs</sup> and Assignes for ever yeilding and paying therefore yearely unto the Cheife Lord, or Lords thereof all such rents, and Services which from henceforth from time to time shall growe due for or in Respect of his or their Seigniory, or Seigniory<sup>s</sup>

[p. 226] and the said William Boyden doth for himselfe his heires Executors, and Administrators Covenant, promise, and graunt to and with the said Walter Peake his heires Executors, Administrators and Assignes, and every of them by these presents That the said Walter Peake his heires Executors, Administrators, and assigns shall and may Lawfullie, peaceably and quietlie have hold occupie, possesse, and enjoy all and Singular the before Mençoned premises by these presents Bargained, and Sould and every part and parcell thereof with everie the Rights Members, and appurtenances without the Lawfull Lett, Suite, trouble, eviction Expulsion. Interruption or

Demand of or by the said William Boyden or of or by his heires, Executors, and Administrators or anie or either of them or of or by anie other person, or persons whatsoever lawfully Claiming from by or under them or anie of them or their or anie of their uses or by from or under their, or anie of their Titles, estate, Meanes, or procurem<sup>t</sup> as allsoe acquitted, and Discharged or within Convenient time after reasonable request made well and sufficiently Saved and kept harmelesse of and from all manner of former and other Bargaines, Sales, estates former Leases titles, Dowers, Rights, or titles of Dowers Jointures, uses, entailes, wills, rent Charges, rent Services, arrearages of rents Statutes, Recognizances, Judgments Execucons titles, troubles, Charges, and Demands whatsoever had, made, Done, Committed, or to be had made, done, or Committed or wittinglie or willinglie Suffered by the s<sup>d</sup> William Boyden his heires or Assignes or anie of them, or of or by anie other person, or persons whatsoever lawfullie Claiming from by or under them, or anie of them or to their or anie of their uses, or by their or anie of their titles, estates, Meanes, or procurement And the said William Boyden for himselfe his heires Executors, and Administrators all and Singular the before bargained premises with their appurtenances and everie part, and parcell thereof unto the said Walter Peake his heires Executors, Administrators, and Assignes to the intent and Meaning aforesaid shall and will warrant and for ever Defend by these presents In Witnesse whereof the parties first above named in these present Indentures have interchangeably Set to their hands and seales the Day and yeare first above written.

Liber C

[p. 227]

[p. 228]

[p. 229]

Signed, Sealed, and Delivered

William Boyden

w<sup>th</sup> possession in th<sup>e</sup> p<sup>s</sup>ence of us

○

Fran. Swanson

Geo: Thompson

Jonathan Marler

William Boyden acknowledgeth this ensueing Conveyance of foure hundred acres called Wheelers Choice lyeing on the head of Matawoman Creeke, and purchased by the said Will. Boyden of John Wheeler.

This Indenture made the thirteenth Day of August in the yeare of our Lord one thousand sixe hundred sixtie, and Seaven Between William Boyden of Charles Countie in the Province of Marieland Planter of the one part, and Walter Peake of S<sup>t</sup> Maries County in the Province aforesaid Inneholder of the other part Witnesseth That the said William Boyden for and in Considera<sup>o</sup>n of twelve thousand pounds of tobaccoe and Caske in hand paid before the ensealing and Deliverie hereof by the said Walter Peake whereof and wherewith the said William Boyden doth acknowledge himselfe fullie Satisfied Contented, and paid, and thereof and everie part, and parcell thereof doth acquitt and Discharge the said Walter Peake his heires, Execu-

[p. 230]

- Liber C tors, and Administrators by these presents Have given, graunted Bargained, Sould, Assigned, Set over and Confirmed and by these presents doe fullie Clearly and absolutelie graunt Bargaine Sell assigne Set over and Confirme unto the said Walter Peake his heires, Executors, Administrators, and Assignes all that parcell of land lyeing in Charles Countie called Wheelers Choice Scituate, and being on the east side of Pascataway River between Nattyn, and Pamunkey
- [p. 231] about a Mile from the Exterior line of the land laid out for Luke Gardiner Beginning at a Marked white oake the Bound tree of John Ward, and running Southwest from the said oake for the length of two hundred perches to a marked oake bounding on the west w<sup>th</sup> a Line drawne Northwest from the end of the former Line for the Length of three hundred and twentie perches to a marked oake on the North w<sup>th</sup> a Line Drawne Northeast from the end of the said Northwest Line untill it intersects a paralell line drawne from the said Bounded white oake of John Wards on the East w<sup>th</sup> the said paralell Line, and the land of John Ward on the North with the said Northwest Line Containing by Estimaçon foure hundred acres more or lesse all and singular which said parcell of land together with all and singular the houses plantaçons tenements Orchards,
- [p. 232] Meadows, pastures, woods, proffits Comodities, and appurtenances whatsoever unto the same belonging or in anie wise appertaining To have and to hold the said Land and all and Singular the premises before Mençoned with the appurtenances and everie part, and parcell thereof unto the said Walter Peake his heires, Executors, Administrators, and Assignes for ever yeilding and paying therefore yearelie unto the Cheife Lord, or Lords thereof all such rents, and Services which from henceforth from time to time shall growe due for and in Respect of his or their Seigniorie, or Seignories, And the said William Boyden doth for himselfe his heires, Executors, and Administrators Covenant promise, and graunt to and with the said Walter Peake his heires Executors Administrators and Assignes and everie of them by these presents That the said Walter
- [p. 233] Peake his heires, Executors, Administrators, and Assignes shall and may lawfullie and peaceably and quietly have hold occupie, possesse, and enjoy all and Singular the before Mençoned premises by these presents, Bargained, and Sould, and every part and parcell thereof with every the rights, Members, and appurtenances without the lawfull Lett, suite, trouble eviction Eviction Expulsion Interruption, or Demand of or by the said William Boyden or of or by his heires, Executors, and Administrators or anie or either of them or of or by anie other person or persons whatsoever lawfully Claiming from by or under them or their, or anie of their uses, or by from or under their or anie of their Titles estate Meanes, or procurement as allsoe acquitted, and Discharged within convenient time after
- [p. 234] reasonable request made well and Sufficiently Save, and keep harmlesse of and from all former, and other Bargaines, Sales, estates,

former Leases titles, Dowers, Rights, or titles of Dower Joyntures  
 uses entailes wills, rent Charges, rent Services Arrearages of rents  
 Recognizances, Judgments Execucons titles, troubles, Charges and  
 demands whatsoever had made done Comitted or wittinglie or  
 willinglie Suffered by the said William Boyden his heires, or As-  
 signes or anie of them or of or by anie other person or persons  
 lawfullie Claiming from by or under them or anie of them or to  
 their or anie of their uses or by their or anie of their titles estate,  
 Meanes or procurement And the said William Boyden for himselfe  
 his heires Executors, and Administrators all and Singular the before  
 Bargained premises w<sup>th</sup> their appurtenances and everie part, and  
 parcell thereof unto th<sup>e</sup> said Walter Peake his heires, Executors,  
 Administrators, and assignes to the intent and Meaning aforesaid  
 shall and will warrant and for ever Defend by these presents In  
 witnesse whereof the Parties first above Menconed to these Indentures  
 Interchangeable have Set to their hands, and Seales the Day and  
 yeare abovewritten  
 Signed, Sealed, and Delivered  
 William Boyden  
 locus Sigilli

[p. 235]

with possession in the psence of us

Geo: Thompson

Francis Swanston

Jonathan Marler

Knowe all Men by these presents That I James Hay doe acknowl-  
 edge to have given to Richard Dod Jun<sup>r</sup> one Cowe, and her increase  
 for ever w<sup>ch</sup> Cowe I have Delivered unto his father Richard Dod As  
 witnesse my hand, and Seale this first Day of June 1667.

[p. 236]

Signed, Sealed and Delivered

James Hay

in th<sup>e</sup> psence of us

John Hutchinson

his

Rich:  Dod

Marke

Robert Cosleton Plaintife versus Joseph Edmunds Defend<sup>t</sup> in a  
 plea of Debt of one thousand two hundred, and thirty eight pounds  
 of tobaccoe, the writt retorn<sup>ble</sup> on th<sup>e</sup> second Tuesday of Septem-  
 ber 1667.

The within named Joseph Edmunds is not to be found in my  
 Bayliewick

Jonathan Marler

Dep Sherrife

Sherrifes  
 retorne

Nicholas Emerson Plaintife versus Gerrard Browne Defend<sup>t</sup> in a  
 plea of trespassse; and Subpaena for Anne Lane, and Randolph  
 Creamer - writt to arrest and Subpaena retorn<sup>ble</sup> ut Supra

The within named Gerrard Browne is not to be found in my  
 Bayliwick

Jonathan Marler

Dep Sherrife

Sherrifes  
 Retorne

Liber C John Walton Plaintife versus George Atkins Defend<sup>t</sup> in a plea of Debt to the value of three hundred and thirtie pounds of tobaccoe; writt retornable the 10<sup>th</sup> of September 1667.

Sherrifes The within named George Atkins is not to be found in my Bayli-  
retorne wick Jonathan Marler Dep<sup>r</sup> Sherrife

[p. 237] John Walton versus Samuella Dobson in a plea of Detinue; The writt retornable the 10<sup>th</sup> of September 1667.

Sherrifes The within Named Samuella Dobson is not to be found in my  
retorne Bayliwick Jonathan Marler Dep<sup>r</sup> Sherrife

Giles Tompkins versus James Lee in a plea of Debt p<sup>r</sup> Bill to th<sup>e</sup> value of 400<sup>lb</sup> of tobaccoe; writt and Subpaena for George Longam retornable ut Supra.

Sherrifes The within named James Lee is not to be found in my Bayliwick  
retorne Jonathan Marler Dep<sup>r</sup> Sherrife

Anne Kirbie versus Thomas Hussey in a plea of trespassed upon assault and batterie; The writt and Subpaena for John Swaine retornable ut supra

Sherrifes Marieland Septemb<sup>r</sup> 5<sup>th</sup> 1667  
retorne I have taken Thomas Hussey whose bodie I have readie at the day and place according as th<sup>e</sup> writt required Jonathan Marler Dep<sup>r</sup> Sherrife

Marie Ellis versus Alexander Smyth & Eliza. Taylor in a plea of trespassed; The writt and Subpaena for Edward Philpot Francis Fernley, and Edward Apleton retornable ut supra

Sherrifes By virtue of this writt I have taken Alexander Smith and Eliza-  
retorne beth Taylor whose Bodies at th<sup>e</sup> Day and place I have readie as th<sup>e</sup> writt required Jonath. Marler Dep<sup>r</sup> Sherrife

At a Court held in Charles Countie on the 10<sup>th</sup> of September 1667.

Present Comission<sup>rs</sup>

M <sup>r</sup> Henrie Adams	M <sup>r</sup> Zacharie Wade
M <sup>r</sup> Thomas Mathewes	M <sup>r</sup> James Lindsey
M <sup>r</sup> Francis Pope	M <sup>r</sup> William Marshall
M <sup>r</sup> Joseph Harrison	

[p. 238] Marie Ellis by her Attorney } Alexander Smyth, and Elizabeth  
George Thompson Plaintife } Taylor his Serv<sup>t</sup> by their Attorney  
In a plea of trespassed. Edmund Lindsey Defend<sup>ts</sup>

The Plaintife arresting th<sup>e</sup> Defend<sup>ts</sup> in an a<sup>c</sup>on of trespassed preferred his Declara<sup>c</sup>on as followeth

Whereupon the said Marie Complaineth ag<sup>t</sup> Alexander and Elizabeth his Servant aforesaid For That that is to say That the said



Marie being formerlie a Servant of the said Alexander, and after her departure from his said Service the said Alexander pretending that th<sup>e</sup> s<sup>d</sup> Marie had stolne a Coife out of his house the said Alexander did Co<sup>m</sup>and his said Servant Elizabeth Taylor to goe unto the said Marie then in th<sup>e</sup> Service of Edward Philpot, and demand th<sup>e</sup> same of her Whereupon the said Marie to cleare her selfe from such fowle aspersion was willing and at the instance and request of the said Elizabeth did permit her the said Elizabeth to make search among the said Maries linnen but th<sup>e</sup> said Elizabeth not being therewith Satisfied though no such Coife could be found did by force and armes take, and Carrie away from th<sup>e</sup> s<sup>d</sup> Marie a holland apron to th<sup>e</sup> value of fiftie pounds of tobaccoe and did likewise at th<sup>e</sup> said Philpots planta<sup>c</sup>on beate wound and evilly intreate her soe th<sup>t</sup> of her life she did despaire whereby she the said Marie is exceedinglie damnified not onlie for th<sup>t</sup> the said Elizabeth hath thereby disabled her to performe such service for w<sup>ch</sup> she had hired herselfe to the said Philpot but allsoe for that the said Marie having a verie sore legge the Cure thereof hath been verie much hindered by the said beating and assault afores<sup>d</sup> And the said Marie Ellis likewise further declareth and Complaineth ag<sup>t</sup> the said Alexander Smyth for that th<sup>t</sup> is to say That th<sup>e</sup> s<sup>d</sup> Alexander was not onlie by his instiga<sup>c</sup>on and Co<sup>m</sup>and abetting to the said trespasse co<sup>m</sup>itted by the said Elizabeth his servant against th<sup>e</sup> person and goods of the said Marie as aforesaid but allsoe hath wrongfullie withheld and detained th<sup>e</sup> said Apron soe forcible taken away as afores<sup>d</sup> and doth yet detaine and withhold the same whereupon the said Marie saith That by the said assault and detainer she is Damnified and hath Da<sup>m</sup>age to th<sup>e</sup> value of 500<sup>th</sup> of tobaccoe And thereupon she brings her suite.

Liber C

The Defend<sup>ts</sup> plead the generall issue Not guiltie in w<sup>ch</sup> issue the Plaintiffe joynes with them [p. 239]

Whereupon a venire facias issued out of C<sup>rt</sup> to th<sup>e</sup> Sherrife to Su<sup>m</sup>on a jurie of twelve honest men to trie th<sup>e</sup> s<sup>d</sup> issue depending between th<sup>e</sup> Plaintiffe and the Defend<sup>ts</sup> whose names were as followeth viz<sup>t</sup> Stephen Montague foreman Robert Henley George Harris Ignatius Causeen Clement Theobalds, William Boyden, John Muns, John Dowglas, John Wheeler, William Allen, Thomas Allanson Giles Tompkins


The Plaintiffes Attorney hereupon exhibiteth in th<sup>e</sup> C<sup>rt</sup> these following Depositions one sworne to by Edward Philpot before M<sup>r</sup> William Marshall, and th<sup>e</sup> other Sworne to by Francis Ferneley before M<sup>r</sup> Francis Pope

Edward Philpot aged Seaventie yeares or thereabout declareth That he Saw Elizabeth Taylor Servant to Alexander Smyth come to his house and there demanded a Coife of Marie Ellis living in the said Philpots house which the said Elizabeth pretended th<sup>e</sup> said

Liber C Marie had stolne from her And the said Marie shewing her cloathes to th<sup>e</sup> said Elizabeth, affirming that she had no such Coife as th<sup>e</sup> said Elizabeth accused her with, & upon sight of the said Maries cloathes th<sup>e</sup> said Elizabeth tooke at th<sup>t</sup> time from her a holland Apron and Carried th<sup>e</sup> same away with her declareing That when the said Marie brought her th<sup>e</sup> Coife she would retorne the apron to her againe, and further saith not Signed under his hand this 9<sup>th</sup> of September 1667.

Sworne to this Deposition before  
me this 9<sup>th</sup> of September 1667

his

William  Marshall  
marke

his  
Edward **E P** Philpot  
marke

Francis Ferneley aged 30 yeares or thereabout declareth That he sawe Elizabeth Taylor Servant to Alexander Smith come in to Edward Philpots tobaccoe ground where Marie Ellis was then at worke and demanded of her a Coife which she pretended She had stolne from her th<sup>e</sup> said Marie Ellis Denieing it, Imediatlie after th<sup>e</sup> said Elizabeth did beate and abuse her verie much and did throw th<sup>e</sup> said Marie over a tree severall times calling her whore to make use and lie with men and afterwards tell and further saith not Witnessed under his hand this 9<sup>th</sup> Day of September An<sup>o</sup> Dni 1667.

Sworne to this Deposition before  
me this 9<sup>th</sup> Day of Septemb<sup>r</sup> 1667

Francis Ferneley

Francis Pope

[p. 240] The Plaintifes Attorney prayeth That Edward Apleton and M<sup>r</sup> William Marshall might depose upon oath what they knew of this busines w<sup>ch</sup> was graunted and their Depositions are as followeth

Edward Apleton Sworne in open C<sup>rt</sup> saith That working at goodie Michels he sawe Elizabeth Taylor come to Marie Ellis and throwe her over a tree 3 or 4 times in his sight & struck her with her fist, and this Deponent further saith not

M<sup>r</sup> William Marshall saith That he demanding of Alexander Smyth whether he did not knowe th<sup>t</sup> his maid Elizabeth had taken Marie Ellis his Apron or no the said Alexander replied That he did not knowe at th<sup>e</sup> present but afterwards he did, and further saith not.

The Jurie after Serious Considera<sup>o</sup>n and consulta<sup>o</sup>n had upon th<sup>e</sup> Depositions aforesaid and allega<sup>o</sup>ns on both sides retorne their verdict as followeth viz<sup>t</sup>

Wee find for the plaintife against th<sup>e</sup> Defend<sup>t</sup> Elizabeth Taylor for forcibly taking away an apron from th<sup>e</sup> plaintife and afterwards beating her and against th<sup>e</sup> Defend<sup>t</sup> Alexander Smyth as accessorie to detaining th<sup>e</sup> said apron because he did not send th<sup>e</sup> Apron home after he knew th<sup>e</sup> said Elizabeth had th<sup>e</sup> same; The Dammages wee value at 50<sup>th</sup> of tobaccoe.

Ordered therefore that th<sup>e</sup> Defend<sup>ts</sup> pay unto the plaintife th<sup>e</sup> sūme of 50<sup>th</sup> of tobaccoe with Costs and charges of suite

Articles of mateship Between William Boyden in th<sup>e</sup> province of Marieland planter of the one part and Walter Cooper of the same province and both inhabiting and living in Matawoman in Charles Countie witnesseth That th<sup>e</sup> above specified parties William Boyden and Walter Cooper have Condiçoned and agreed to and with each other to live and inhabite with each other as joynt mates and parteners for the full time, and terme of Seaven yeares putting in and joyning both estates together that is to say lands cattell, hogges, houshold goods, and what debts they owe they are to be Satisfied th<sup>e</sup> one as farre forth as th<sup>e</sup> other, and as for th<sup>e</sup> making of Bargaines they are not to do it without th<sup>e</sup> Consent of each other untill th<sup>e</sup> Seaven yeares be expired and fullie Compleated and it is further agreed on by both parties that if either partie be minded to marrie both parties are still to remaine joynt mates untill th<sup>e</sup> full time of Seaven yeares are ended And at th<sup>e</sup> end and expiraçon of seaven yeares the above Specified Walter Cooper doth acknowledg to pay unto th<sup>e</sup> said William Boyden his heires Execut<sup>rs</sup> or assigns th<sup>e</sup> just Sum<sup>e</sup> of fifteen Thousand pounds of good Sound merchantable tobaccoe, & caske to be paid at some Convenient place in Charles Countie, the which sum<sup>e</sup> of tobaccoe is for halfe th<sup>e</sup> Land of William Boydens which these parties William Boyden and Walter Cooper are now going to live on the Mateship beginning at this present tenth of September 1667, and at th<sup>e</sup> end of the Seaven yeares the whole estate to be equallie divided between the said parties Signed Sealed and Delivered

in the presence of us

Robert Robbins

Francis Adams

Will. Boyden ○

Walter Cooper ○

his marke W

Liber C  
Septemb<sup>r</sup>  
10<sup>th</sup> 1667

[p. 241]

John Boyden entereth th<sup>e</sup> Marke for his hogges and Cattle as followeth viz<sup>t</sup> Two Crops two overkeeles and two Slitts under each eare

Edmund Lambeth entereth th<sup>e</sup> marke for his hogges and Cattle as followeth viz<sup>t</sup> Cropt on the right eare and overkeeld and underkeel<sup>d</sup> with a Slitt downe to th<sup>e</sup> Barre on th<sup>e</sup> left eare

Richard Jones entereth th<sup>e</sup> marke of his hogges and Cattle as followeth viz<sup>t</sup> Cropt and a hole on th<sup>e</sup> left eare and a peice taken out next to th<sup>e</sup> Root on th<sup>e</sup> right

Gilbert Corner entereth th<sup>e</sup> marke of his hogges and Cattle as followeth viz<sup>t</sup> Cropt on both Eares and two Slitts in each Crophe and holed in each eare, and out of th<sup>e</sup> foreside of th<sup>e</sup> Right eare a peice taken out neare unto th<sup>e</sup> roote of th<sup>e</sup> same eare.

Gerrard Browne entereth th<sup>e</sup> marke of his hogges and Cattle as followeth viz<sup>t</sup> overkeel<sup>d</sup> on th<sup>e</sup> right Eare and Cropt in the left.

John Millar entereth th<sup>e</sup> Marke of his hogges and Cattle as followeth viz<sup>t</sup> Cropt on th<sup>e</sup> right eare and 3 Slitts and two nicks in th<sup>e</sup> Left eare over

Liber C Mathew Harman entereth th<sup>e</sup> Marke of his hogges & Cattle as followeth viz<sup>t</sup> a Croppe and a hole in th<sup>e</sup> Left eare and overkeel<sup>d</sup> in th<sup>e</sup> right

John Godson entereth his marke of his hogges and Cattle as followeth viz<sup>t</sup> A Swallow forke in th<sup>e</sup> right eare and two Nicks under th<sup>e</sup> left eare

Joseph Haughton entereth th<sup>e</sup> marke of his hogges and Cattle as followeth viz<sup>t</sup> The right eare Cropt and a hole The left eare Cropt, underkeel<sup>d</sup> and overkeel<sup>d</sup> and Slitt.

Robert Cosleton versus Joseph Edmunds in a Plea of Debt for 1238<sup>th</sup> of tobaccoe The writt retornable on th<sup>e</sup> 12<sup>th</sup> Day of November 1667.

Sherrifes  
retorne The within Named Joseph Edmunds is not to be found in my Bayliwick.

[p. 242] Giles Tompkins versus James Lee in a plea of Debt for 400<sup>th</sup> of merchantable tobaccoe, and Caske; The writt and allsoe Subpaena for George Longam, & Hugh Neale and his wife retornable on the 12<sup>th</sup> of November 1667.

Sherrifes  
retorne I have taken James Lee whose bodie I have readie at th<sup>e</sup> Day and place according as th<sup>e</sup> writt required

Nicholas Emerson versus Gerrard Browne in a plea of tres-passe; The writt retornable ut Supra

Sherrifes  
retorne This writt not Served because th<sup>e</sup> s<sup>d</sup> Emerson tooke th<sup>e</sup> Bodie of th<sup>e</sup> said Browne in execucon for Debt

John Walton versus George Atkins in a plea of Debt for 330<sup>th</sup> of Merchantable tobaccoe w<sup>th</sup> Caske; The writt retornable ut Supra.

Sherrifes  
retorne I have taken George Atkins whose Bodie I have readie at th<sup>e</sup> Day, and place according as th<sup>e</sup> writt required.

John Walton versus Samuell Dobson in a plea of Detinue; The writt and Subpaena for M<sup>r</sup> Walter Beane and his wife, and for Githin Bowen retornable ut supra

Sherrifes  
retorne I have taken Samuel Dobson whose Bodie I have readie at the Day and place as th<sup>e</sup> writt required.

William Nevill versus Andrew Ward in a plea of tres-passe; The writt and Subpaena for Richard Dod George Gilborne and John Walder retornable ut supra

Sherrifes  
retorne I have taken Andrew Ward whose Bodie I have readie at th<sup>e</sup> Day and place as th<sup>e</sup> writt required.

Richard Roe versus Andrew Ward in a plea of tres-passe; Writt retornable ut supra

Sherrifes  
retorne Compounded before Ward was brought to th<sup>e</sup> C<sup>t</sup>.

Thomas Allanson versus William Bateman in a plea of trespassse upon th<sup>e</sup> Case; writt retornable ut supra Liber C

I have taken William Bateman whose Bodie I have readie as th<sup>e</sup> writt required Jonathan Marler Dep<sup>r</sup> Sher<sup>r</sup> Sherrifes retorne

Col. Gerrard Fowke versus Jo. Swaine in a plea of trespassse on th<sup>e</sup> Case for 640<sup>th</sup> of merchantable tobaccoe w<sup>th</sup> Caske; Writt retornable ut Supra

The within Named John Swaine is not to be found in my Bayliwick Jonath. Marler Dep<sup>r</sup> Sherrife Sherrifes retorne

David Ralston versus Coll. Gerr. Fowke in a plea of Debt; The writt retornable ut supra & subp. for 2 persons

I have taken Col. Gerr. Fowke whose bodie I have readie at th<sup>e</sup> Day and place as th<sup>e</sup> writt required Jonath. Marler Dep<sup>r</sup> Sherriffe Sherrifes retorne

Nicholas Emerson versus John Swaine in a plea of Debt for 712<sup>th</sup> of merchantable tobaccoe in caske; The writt retornable on th<sup>e</sup> 12<sup>th</sup> Day of November 1667. [p. 243]

The within Named John Swaine is not to be found in my Bayliwick Jonath. Marler Dep<sup>r</sup> Sh<sup>r</sup>f Sherrifes retorne

John Hutchinson versus John Swaine in a plea of trespassse upon th<sup>e</sup> case for 274<sup>th</sup> of merchantable tobaccoe w<sup>th</sup> Caske; The writt retornable ut Supra

Sherrifes Retorne ut Supra.

Mathias Obryan versus Joseph Edmunds in a plea of trespassse upon th<sup>e</sup> case; The writt retornable ut Supra

The within named Joseph Edmunds is not to be found in my Bayliwick Jonathan Marler Dep<sup>r</sup> Sh<sup>r</sup>f Sherrifes retorne

Stephen Montague versus George Harris in a plea of Trover and Conversion; The writt and Subpaena for Edmund Lambeth and Anne Green retornable ut Supra

I have taken George Harris whose Bodie I have readie at th<sup>e</sup> Day and place according as th<sup>e</sup> writt required Jonath. Marler Dep<sup>r</sup> Sh<sup>r</sup>f Sherrifes retorne

Robert Long versus John Lewger in a plea of trespassse upon th<sup>e</sup> case; The writt retornable ut Supra

The within named John Lewger is not to be found in my Bayliwick. Jonath. Marler Dep<sup>r</sup> Sh<sup>r</sup>f Sherrifes retorne

M<sup>r</sup> Francis Pope Plaintife versus M<sup>r</sup> Walter Beane Administrator of th<sup>e</sup> estate of Arthur Turner dec<sup>d</sup> Def<sup>t</sup> in a plea of trespassse upon th<sup>e</sup> case; Writt and Subpaena for 3 retornable ut supra

Liber C  
Sherrifes  
retorne

By virtue of this writt I have taken Walter Beane within written who is soe sick, and languishing that for feare of Death him before th<sup>e</sup> C<sup>t</sup> within written at th<sup>e</sup> Day and place herein contained I could not have as th<sup>e</sup> writt required. Benjamin Rozer high Sherrife

James Bowling versus Walter Beane as Administrator of th<sup>e</sup> estate of Arthur Turner Dec<sup>d</sup> in a plea of Debt of 1500<sup>th</sup> of Merchantable tobaccoe in caske; The writt retorn<sup>ble</sup> ut Supra  
Sherrifes Retorne ut Supra.

Alexander Smyth vers<sup>s</sup> Henrie Hudson in a plea of trespasse upon th<sup>e</sup> Case Writt retornable ut Supra

Sherrifes  
retorne

Compounded before th<sup>e</sup> Crt. Benja. Rozer high Sherrife

M<sup>r</sup> Benjamin Rozer vers<sup>s</sup> Walter Beane as Administrat<sup>r</sup> of th<sup>e</sup> estate of Arthur Turner dec<sup>d</sup> in a plea of Debt;

His owne retorne was Languidus made at th<sup>e</sup> Day and place in th<sup>e</sup> writt required

[p. 244] At a Court held in Charles County on the 12<sup>th</sup> Day of November 1667.  
Present Comission<sup>rs</sup> M<sup>r</sup> Henrie Adams, M<sup>r</sup> Zacherie Wade, M<sup>r</sup> Thomas Mathews, M<sup>r</sup> Francis Pope, M<sup>r</sup> James Lyndsey  
M<sup>r</sup> Joseph Harrison;

Ordered That th<sup>e</sup> youngest girle of Arthur Turner latelie dec<sup>d</sup> about a monthe old be put out to George Taylors wife Susannah Taylor who is to nurse th<sup>e</sup> same and to find it all necessaries for Cloathing, diet, &c and to be allowed one Thousand Sixe hundred pounds of tobaccoe p<sup>a</sup> a<sup>n</sup> for th<sup>e</sup> same in manner as followeth viz<sup>t</sup>, That if th<sup>e</sup> Child die anie time within halfe a yeare then the Allowance to be but for halfe a yeare and if it die anie time within a yeare after th<sup>e</sup> halfe yeare then she is to have th<sup>e</sup> whole yearelie allowance

Arthur Turner eldest Sonne of Arthur Turner latelie dec<sup>d</sup> came into th<sup>e</sup> C<sup>t</sup> and chose Cap. Josias Fendall for his Guardian

James Turner Second Sonne of the said Arthur made choice of his Godfather M<sup>r</sup> Walter Beane for his Guardian.

Ordered That Edward Turner be bound apprentice to James Bowling untill he come to th<sup>e</sup> age of one and twentie yeares

Ordered That Anne Turner be bound Apprentice to M<sup>r</sup> William Marshall untill she come to th<sup>e</sup> age of 16 yeares, and afterwards to remaine with him untill her age of one and twentie yeares unlesse she marrie before such age.

John Walton Plaintife Samuel Dobson Defend<sup>t</sup>  
in a plea of trespassse upon th<sup>e</sup> Case.

Liber C

The Plaintife, and th<sup>e</sup> Defend<sup>t</sup> made their appearance by themselves, and the Plaintifes Declaracon was read in Court as followeth viz<sup>t</sup>.

To th<sup>e</sup> Wor<sup>ple</sup> Comission<sup>rs</sup> of Charles Countie

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> for th<sup>t</sup> th<sup>e</sup> Plaintife having a Chest of Severall goods at M<sup>r</sup> Walter Beanes house and delivering the key thereof to th<sup>e</sup> Defend<sup>t</sup> to give the same to M<sup>r</sup> William Marshall whom th<sup>e</sup> Defend<sup>t</sup> (having in his absence from this Countie entrusted him w<sup>th</sup> all his other goods) desired that he would send for the said Chest from M<sup>r</sup> Beanes afores<sup>d</sup> but th<sup>e</sup> Defend<sup>t</sup> subtile Contriving to defraud th<sup>e</sup> Plaintife of th<sup>e</sup> said Chest of goods never delivered th<sup>e</sup> key thereof to th<sup>e</sup> s<sup>d</sup> M<sup>r</sup> Marshall but demanded th<sup>e</sup> Chest of M<sup>r</sup> Beane pretending that th<sup>e</sup> Plaintife was indebted to him to th<sup>e</sup> value of the said Chest of goods and upon M<sup>r</sup> Beanes Denyall of the said Chest he this Defend<sup>t</sup> presumed [p. 245] without anie order from th<sup>e</sup> Plaintife soe to doe, to open the said Chest and take out the goods therein and Carrie th<sup>e</sup> same away and upon the Plaintifes Demand of th<sup>e</sup> said goods from the Defend<sup>t</sup> he hath been and still is Denied the same Whereupon he Craves order of C<sup>rt</sup> for th<sup>e</sup> said goods or the value of them w<sup>ch</sup> could not amount to lesse then th<sup>e</sup> Sum<sup>e</sup> of about 5 or 600<sup>th</sup> of tobaccoe together w<sup>th</sup> such Damages as this wor<sup>ple</sup> C<sup>rt</sup> shall please to award for th<sup>e</sup> said wrong and injurie And &c.

Hereupon it was prayed by the Plaintife th<sup>t</sup> M<sup>ris</sup> Beane Subpaena<sup>d</sup> to th<sup>e</sup> Court on his behalfe might be Sworne w<sup>ch</sup> was done accordinglie

M<sup>ris</sup> Beane Sworne in open C<sup>rt</sup> saith That John Walton left a Chest at m<sup>r</sup> Beanes and th<sup>t</sup> Samuell Dobson came for th<sup>e</sup> Chest but th<sup>t</sup> m<sup>r</sup> Beane refused to Deliver th<sup>e</sup> chest unlesse th<sup>e</sup> said Jo. Walton came himselfe for th<sup>e</sup> same; and this Deponent saith That She bid th<sup>e</sup> said Dobson take out what was in th<sup>e</sup> Chest if he would, and further saith That th<sup>e</sup> s<sup>d</sup> Dobson did take out nothing but an old combe-Case, an old paire of Mill<sup>d</sup> Stockins, and a paire of shoes to th<sup>e</sup> best of this Depon<sup>ts</sup> knowledge

The Plaintife hereupon Craves Impar lance till th<sup>e</sup> next Court, th<sup>t</sup> he may bring further evidence of th<sup>e</sup> truth of his Declaracon w<sup>ch</sup> was graunted

Thomas Allanson Plaintife William Bateman Defend<sup>t</sup>  
in an acon of th<sup>e</sup> Case.

The Plaintife and th<sup>e</sup> Defend<sup>t</sup> made their appearance in C<sup>rt</sup> for themselves and thereupon th<sup>e</sup> Plaintifes Declaracon was read as followeth viz<sup>t</sup>.

Liber C To the Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie.

The Plaintife Declares ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> in an a<sup>on</sup> of th<sup>e</sup> Case for th<sup>t</sup> the Defend<sup>t</sup> is indebted unto the Plaintife for eight Barrels of Corne, w<sup>ch</sup> th<sup>e</sup> Plaintife having demanded of th<sup>e</sup> Defend<sup>t</sup> is Denied paym<sup>t</sup> of th<sup>e</sup> same and thereupon he brings his suite

Hereupon the Plaintife Subpaena<sup>d</sup> Jo. Lambert Ellener Lambert his wife, John Mun, and John Boyden in open Court

Ellener Lambert Sworne in open Court Saith That Thomas Allanson Thomas Winder and William Bateman being about th<sup>e</sup> Spring of the yeare at th<sup>e</sup> house of John Lambert the said Winder and Bateman being both joynt mates did Conclude to give th<sup>e</sup> s<sup>d</sup> Allanson sixe Barrells of Corne that they owed him and to pay him at M<sup>r</sup> Harrisons house and likewise two Barrells more for spoiling bedding and other goods

[p. 246] John Lambert Saith That he heard Thomas Allanson discoursing with William Bateman about sixe barrells of Corne and that Bateman told him he might goe to Luke Green and receive it

John Mun Sworne in open C<sup>rt</sup> saith That he heard William Bateman say That he owed M<sup>r</sup> Allanson sixe Barrells of Corne sometime in th<sup>e</sup> yeare 1666, and that he heard John Boyden promise M<sup>r</sup> Allanson That he would take a Bill for the Corne which Bateman and Winder owed him

John Boyden Sworne in open C<sup>rt</sup> saith That M<sup>r</sup> Allanson did Desire him to take a Bill of Thomas Winder, and William Bateman, but for what he knoweth not

Ordered That there be an Imparlance of this Busines till next Court

David Ralston Plaintife }  
p<sup>r</sup> Attorney George Thompson }  
in a plea of Debt

Col. Gerrard Fowke Attorney  
of Dan. Johnson Defend<sup>t</sup>

The Plaintife and Defend<sup>t</sup> making their appearance, the Plaintife by his Attorney and th<sup>e</sup> Defend<sup>t</sup> by himselfe the Plaintifes Declaracon was read in Court as followeth viz<sup>t</sup>

The Plaintife Declares against th<sup>e</sup> Defend<sup>t</sup> in his Action of Debt for 10<sup>th</sup> Sterling and one good Cloath Suite of Kersey a Shift of White Linnen, one new paire of Stockins and Shoes two hoes and one Axe being for and in Consideration of 4 yeares Service as more at Large may appeare by the said Ralstons Indenture bearing date the 27<sup>th</sup> of July 1663

The Defend<sup>t</sup> entereth as his plea That th<sup>e</sup> Plaintife is not free by reason th<sup>t</sup> Assignm<sup>t</sup> being made of him from Henrie Robbertson to Daniell Johnson, and before such assignm<sup>t</sup> he having ran away and absented himselfe from his Master Robinson, the Defend<sup>t</sup> Conceaves th<sup>t</sup> by virtue of such Assignment afores<sup>d</sup> Daniel Johnson ought of right to have such benefit by his said Running away, as



if no such Assignm<sup>t</sup> had been would have acrued to his Master Robinson, and as by an Act of Assemblie is in such case provided, Liber C

Hereupon for Proofoe of the Plaintiffes absenting himselfe from his Master Robbertson, and how long the Defend<sup>t</sup> produceth a note under th<sup>e</sup> hand of th<sup>e</sup> said Robbertson certifieing th<sup>e</sup> same together w<sup>th</sup> what Damage he Sustained thereby as followeth viz<sup>t</sup>

These may Certifie whom it may Concerne That David Ralston was ranne away from me two Monthes and Seaven dayes before I bound him over to Daniel Johnson, and further I will take my Corporall oath that I Lost my Croppe by him in Corne, and tobaccoe as Witnes my hand this 25<sup>th</sup> of October 1667. Henrie

The marke  of  
Robbertson

Allsoe th<sup>e</sup> Defend<sup>t</sup> for further proofoe of th<sup>e</sup> said Ralston th<sup>e</sup> Plaintiffes absenting himselfe from th<sup>e</sup> said Robertson Subpaena<sup>d</sup> Edmund Lyndsey into th<sup>e</sup> Court who Deposed as followeth

Edmund Lyndsey Sworne in open C<sup>t</sup> saith That th<sup>e</sup> Plaintife came to his house in August last was twelvemonth & there remained 3 weeks or thereabout, and this Deponent saith he hired him, but yet Suspected him to be a runaway after his hiring of him because [p. 247]  
upon his this Deponents questioning of him where he had lived, and whom he Served he replied first about Akamack, and afterwards at th<sup>e</sup> Clifts, and this Deponent further saith That so soone as he understood th<sup>t</sup> he had lived about th<sup>e</sup> Clifts, he desired M<sup>r</sup> Sprigge to give notice at Patuxen th<sup>t</sup> There was such a man in such a habite describing him as well as he could, and that if anie person Claimed him he was at th<sup>e</sup> Deponents house, and M<sup>r</sup> Sprigge did give notice of th<sup>e</sup> same accordinglie and found out his master Robertson who thereupon sent to this Deponents house, and Carried him th<sup>e</sup> Plaintife home, and further he Saith not

Hereupon the Plaintiffes Attorney and th<sup>e</sup> Defend<sup>t</sup> agree to put th<sup>e</sup> Busines to a Jurie, and accordinglie there issued a writt of venire facias to th<sup>e</sup> Sherrife to Sumon a jurie of twelve honest men to trie whether th<sup>e</sup> said Ralston were free or no whose Names were as followeth viz<sup>t</sup> Stephen Montague foreman, John Worland, Thomas Allanson Thomas Henshall, William Baker, Henrie Neale, John Mun, Owen Jones, Thomas King John Hackister Bennet Marchagay, John Walton, who upon Serious Considera<sup>co</sup>n had, of th<sup>e</sup> Depositions aforesaid, and the Allega<sup>co</sup>ns on both sides retorne their verdict as followeth viz<sup>t</sup>

The Jurie findeth for th<sup>e</sup> Plaintife against th<sup>e</sup> Defend<sup>t</sup>, and that th<sup>e</sup> Plaintife is free and hath Served his time according to his Indenture because th<sup>e</sup> Defend<sup>t</sup> did not Commence Suite against th<sup>e</sup> Plaintife for th<sup>e</sup> time he was absent, th<sup>e</sup> Plaintife having Served since the Indenture was expired as long time as he had absented himselfe, And the Defend<sup>t</sup> did not Com<sup>e</sup>nce suite to have th<sup>e</sup> Benefit

Liber C of th<sup>e</sup> Act as it is our opinion he ought to have done, and we conceive that it is at th<sup>e</sup> Defend<sup>ts</sup> Election to give the Plaintife Corne, and Cloathes, or tenne pounds Sterling w<sup>ch</sup> he pleaseth

The Defend<sup>t</sup> hereupon Craves an Appeale to th<sup>e</sup> Provinciaall Court which is graunted

Ordered Therefore That th<sup>e</sup> Plaintife be free unlesse th<sup>e</sup> Def<sup>t</sup> Prosecute th<sup>e</sup> appeale and that th<sup>e</sup> Defend<sup>t</sup> satisfie and pay unto him either 10<sup>lb</sup> Sterling or Corne, and Cloathes as in the act is provided w<sup>ch</sup> he pleaseth w<sup>th</sup> Costs

Knowe all men by these presents That we James Lyndsey and James Macoy have received of m<sup>r</sup> Stephen Montague Admin<sup>r</sup> of th<sup>e</sup> Estate of Captaine Robert Troop latelie dec<sup>d</sup> a Pattent for th<sup>e</sup> quantitie of five hundred Acres of Land lyeing upon the Anacostin called Scotland yard which the said Captain Troop bequeathed unto us th<sup>e</sup> said James Lyndsey and James Macoy aforesaid, and to our heires for ever from w<sup>ch</sup> Legacie we doe hereby acquitt and discharge the said Stephen Montague for ever In witnes whereof we have hereunto Set our hands and Seales this 13<sup>th</sup> Day of November 1667.

Test Richard Boughton  
Thomas Allanson

James Lyndsey  
his  
James *E* Macoy  
marke

Thomas Elsey entereth th<sup>e</sup> marke of his hogges and Cattle viz<sup>t</sup> overkeel<sup>d</sup>, and underkeeld in th<sup>e</sup> Right eare and a Crop and two Slitts in th<sup>e</sup> Left eare.

[p. 248] John Dent entereth th<sup>e</sup> marke of his Hogges and Cattle viz<sup>t</sup> overhalv<sup>d</sup> in th<sup>e</sup> Right eare, and Cropt on th<sup>e</sup> Left

Francis Glyn Entereth th<sup>e</sup> Marke of his Hogges and Cattle viz<sup>t</sup> The Right eare Cropt overkeel<sup>d</sup> and underkeeld and th<sup>e</sup> Left eare Swallowe forked.

John Bond, and Edmund Lyndsey enter th<sup>e</sup> marke of their Hogges and Cattle viz<sup>t</sup> Cropt on th<sup>e</sup> Right, underkeeld and a hole in th<sup>e</sup> Left.

Whereas M<sup>r</sup> James Lyndsey presented an Account of one Thousand two hundred and fourtie pounds of tobaccoe due unto him from Richard Randall latelie deceased for Physick th<sup>t</sup> in his life time he had of him, and th<sup>e</sup> Administrators of th<sup>e</sup> Said Randall viz<sup>t</sup> m<sup>r</sup> Stephen Montague and M<sup>r</sup> Joseph Harrison acknowledged a Judgment to M<sup>r</sup> Lyndsey for th<sup>e</sup> same It is Ordered That th<sup>e</sup> said Montague and Harrison Satisfie and pay unto the said M<sup>r</sup> Lyndsey the aforesaid Sum<sup>e</sup>.

Thomas Henshall Sworne Saith That he Saw Arthur Turner latelie dec<sup>d</sup> Signe a Bill produced in Court passed by the said Turner in his Life time to M<sup>r</sup> Benjamin Rozer

M<sup>r</sup> John Wornall upon oath deposeth That an Account of 1500<sup>lb</sup> of tobaccoe due from Arthur Turner latelie dec<sup>d</sup> to th<sup>e</sup> estate of Richard Smyth dec<sup>d</sup> w<sup>ch</sup> was produced in Court by M<sup>r</sup> Francis Pope Administrator of th<sup>e</sup> said Smyths estate is a just and true account Liber C

Whereas Col. Gerrard Fowke Comenced suite against John Swaine this Court for th<sup>e</sup> Sum<sup>e</sup> of 880<sup>lb</sup> of tobaccoe and th<sup>e</sup> Sherrife returned a Non est Inventus upon th<sup>e</sup> writt It is ordered That an Attachm<sup>t</sup> issue forthwith to Secure th<sup>e</sup> value thereof out of th<sup>e</sup> Croppe of th<sup>e</sup> said John Swaine in th<sup>e</sup> hands of Thomas Hussey


Whereas John Hutchinson Comenced Suite against John Swaine for th<sup>e</sup> Sum<sup>e</sup> of 274<sup>lb</sup> of tobaccoe and th<sup>e</sup> Sherrife returned a Non est Inventus upon th<sup>e</sup> writt It is ordered That an Attachment forthwith issue to secure th<sup>e</sup> value thereof in th<sup>e</sup> Sherrifes hands out of th<sup>e</sup> Croppe of th<sup>e</sup> said John Swaine in th<sup>e</sup> hands of Thomas Hussey


Whereas Nicholas Emerson Comenced Suite against John Swaine for th<sup>e</sup> Sum<sup>e</sup> of Seaven hundred and twelve pounds of tobaccoe and th<sup>e</sup> Sherrife returned a non est Inventus upon th<sup>e</sup> writt It is ordered That an Attachment forthw<sup>th</sup> issue to th<sup>e</sup> Sherrife to secure th<sup>e</sup> value thereof out of th<sup>e</sup> Croppe of th<sup>e</sup> said John Swaine in the hands of Thomas Hussey

June 18<sup>th</sup> 1667.

These may Certifie all whom it may Concerne That I Thomas Smoote of Charles Countie in the Province of Marieland have for a valueable Considera<sup>o</sup>n in hand allreadie by me receaved Bargained for Sould, and Delivered unto M<sup>ris</sup> Bridget Legate of th<sup>e</sup> Same Countie and province one Cowe and calfe going by the name of Gentle and being Marked as followeth to wit overkeel<sup>d</sup> on th<sup>e</sup> right eare, and on th<sup>e</sup> left a Swallowe forke, and to her and her heires for ever And doe by these presents Warrant th<sup>e</sup> Sale and Deliverie of th<sup>e</sup> said Cowe w<sup>th</sup> her Calfe with th<sup>e</sup> male and female increase of both from me my heires Executors Administrators and Assignes to keep enjoy and possesse th<sup>e</sup> same without Molestation from me or mine or anie other person or persons whatsoever As witnes my hand the Day and Date above [p. 249]

Signed Sealed and Delivered  
in th<sup>e</sup> presence of us

his  
Thomas  Smoote  
marke

his  
Thomas  Gibson  
Marke  
Walter Davies

These may Satisfie all whom it may Concerne That I William Smoote of Charles Countie in th<sup>e</sup> Province of Maryland Boate-

Liber C wright for a valueable Considera<sup>o</sup>n in hand allreadie receaved have Sold to M<sup>rs</sup> Bridget Legate one Cowe of this marke that is to Say on th<sup>e</sup> Right eare an underkeele and on th<sup>e</sup> Left eare and underkeele and an overkeele, and going by the name of Cole to her and her heires w<sup>th</sup> th<sup>e</sup> male and female increase for ever And doe by these presents engage my Selfe th<sup>t</sup> th<sup>e</sup> said M<sup>rs</sup> Legate shall quietlie and peaceablie enjoy th<sup>e</sup> said Cowe w<sup>th</sup> her increase without being molested by me or my heires Executors or Administrators, or anie other person or persons whatsoever As witnes my hand this 14<sup>th</sup> Day of June 1667

Witnessed by us

his  
William **WS<sup>m</sup>** Smoote  
marke

his  
Thomas **TS<sup>m</sup>** Smoote  
marke  
Walter Davies

Giles Glover versus Randolph Creamer in a plea of Debt The writt retornable on the 14<sup>th</sup> Day of Januarie 1667.

Sherrifes  
retorne I have taken Randolphe Creamer whose Bodie I have readie at th<sup>e</sup> Day and place according as th<sup>e</sup> writt required

Nicholas Emerson versus John Lewger in an Action of th<sup>e</sup> Case The writt retornable ut supra

Sherrifes  
retorne Compounded before Served

Thomas Alcocks Plaintife versus George Thompson Defend<sup>t</sup> in a plea of Debt upon Account for 2400<sup>th</sup> of merchantable tobaccoe in Caske; The writt retornable ut supra

Sherrifes  
retorne I have taken George Thompson whose Bodie I have readie at th<sup>e</sup> Day and place as th<sup>e</sup> writt required

Thomas Alcocks Plaintife versus George Thompson Def<sup>t</sup> in a plea of Debt upon Acco<sup>t</sup> for 1930<sup>th</sup> of Merchantable tobaccoe in Caske The writt retornable ut Supra

Sherrifes  
retorne I have taken &c ut supra

John Wheeler as Attorney of David Thomas Plaintife versus George Harris Defend<sup>t</sup> in a plea of debt for 1500<sup>th</sup> of merchantable tobaccoe in Caske The writt and Subpaena for Jonathan Marler Richard Jones, and owen Jones retornable ut Supra

Sherrifes  
retorne Compounded before Served

[p. 250] Robert Gaytes versus Walter Beane as Administrator of th<sup>e</sup> estate of Arthur Turner lately dec<sup>d</sup> in a plea of Debt for 550<sup>th</sup> of Merchantable tobaccoe in caske The writt retornable on th<sup>e</sup> 14<sup>th</sup> of Januarie 1667.

By virtue of this writt I have taken Walter Beane within written who is soe sick and Languishing th<sup>t</sup> for feare of Death him before th<sup>e</sup> Cr<sup>t</sup> within written, at th<sup>e</sup> Day and place herein contained I could not have as is required

Liber C  
Sherrifes  
retorne

John Dowglas versus Henrie Hardie, and Robert Long in a plea of Trespasse; The writt Retornable ut Supra and Subpaena for 4 persons.

Compounded before th<sup>e</sup> Court

Sherrifes  
Retorne

At a Court held in Charles County on the 14<sup>th</sup> Day of January 1667.

M<sup>r</sup> Henrie Adams

M<sup>r</sup> James Lyndsey

M<sup>r</sup> Francis Pope

Present  
Comission<sup>rs</sup>

M<sup>r</sup> Joseph  
Harrison

Thomas Alcocks Plaintife      George Thompson Defend<sup>t</sup>  
in a plea of Debt upon Acco<sup>t</sup>

The Plaintife and the Defend<sup>t</sup> made their appearance in Court, the Plaintife by himselfe, and the Defend<sup>t</sup> by M<sup>r</sup> Thomas Notley, and the Plaintifes Declaracon was read in Court as followeth viz<sup>t</sup>

To th<sup>e</sup> Wor<sup>ple</sup> the Commission<sup>rs</sup> of Charles Countie

And whereupon the said Thomas Complaineth ag<sup>t</sup> m<sup>r</sup> George Thompson aforesaid for that that is to say That th<sup>e</sup> said Thomas did in the yeare 1666 and 1667 undertake make and finish Severall peices of Carpenters worke for th<sup>e</sup> said George at the instance and request of the said George as by an Acco<sup>t</sup> written w<sup>th</sup> the proper hand of th<sup>e</sup> said George, and herein incerted in forme following may appeare That is to Say Imprimis for Adding to th<sup>e</sup> Dwelling house 10 foot long and twentie foot wide double raftred Studded, and grouncel<sup>d</sup> and making an incide Chimney 400<sup>lb</sup> of tobaccoe Item for making 2 Closets five foot square apeice Seel<sup>d</sup> grounceld, and laid w<sup>th</sup> Sawed planke w<sup>th</sup> Seaven Shelves and 2 lights 300<sup>lb</sup> of tobaccoe For Ceeling a fourtie foot house up to th<sup>e</sup> Wallplate and filled w<sup>th</sup> Timbers Between the ceelings and for Ceeling a partition of 20 foot Long 600<sup>lb</sup> of tobaccoe For Laying th<sup>e</sup> two Floores of twentie foote & fifteen th<sup>e</sup> other peice 700<sup>lb</sup> of tobaccoe For making foure tables and foure joynt formes to the tables three being five foot long and one eight foot 400<sup>lb</sup> All which said Sumes amounting in the whole to th<sup>e</sup> Sum<sup>e</sup> of 2400<sup>lb</sup> of tobaccoe th<sup>e</sup> said George did Assume and faithfullie promise That he would well and truelie Satisfie and pay the same to th<sup>e</sup> said Thomas when thereunto required yet the aforesaid George his promise and Assumption litle Regarding but plotting and fraudulently intending him the said Thomas of the said Sum<sup>e</sup> to Deceive and Defraud the same hath not yet paid of<sup>r</sup> in anie manner for th<sup>e</sup> same Satisfied, but th<sup>e</sup> same to him th<sup>e</sup> said Thomas hitherto to pay and deliver hath altogether refused,

[p. 251]

Liber C and as yet refuseth Whereby the said Thomas saith he hath Damage to th<sup>e</sup> value of 3000<sup>th</sup> of tobaccoe, and thereupon he brings his suite.

The Plaintife Likewise Declared ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> for th<sup>e</sup> Sum<sup>e</sup> of 1930<sup>th</sup> of tobaccoe as part of th<sup>e</sup> Account mentioned in the former Declaration and th<sup>e</sup> Declara<sup>o</sup>n was read in Court as followeth viz<sup>t</sup>.

And Whereupon the said Thomas Complaineth ag<sup>t</sup> th<sup>e</sup> said George Thompson For that th<sup>t</sup> is to say That th<sup>e</sup> said Thomas did in the yeare 1666 and 1667 at th<sup>e</sup> instance and request of th<sup>e</sup> said George undertake make and finish severall peices of Carpenters worke for th<sup>e</sup> said George as as by Acco<sup>t</sup> written w<sup>th</sup> th<sup>e</sup> proper hand of th<sup>e</sup> said George & incerted in forme following doth and may appeare That is to say Imprimis for two Windowes and five doores 250<sup>th</sup> of tobaccoe For making a paire of welsh Staires, and taking downe of a welsh Chimney to th<sup>e</sup> Wall-plate and building it w<sup>th</sup> a Roofe up 250<sup>th</sup> of tobaccoe; For making a paire of Racks for Guns, one Long Ladder and for Wind-beaming a fourtie foot house and for new Covering his Dwelling house of 40 foot long 630<sup>th</sup> of tobaccoe For Building a Kitchin of 20 foot long, and sixtie foot wide with a welsh Chimney and a Lobs Corner 2 partitions and grounceld 800<sup>th</sup> of tobaccoe All which said Sum<sup>e</sup>s Amounting in th<sup>e</sup> whole to th<sup>e</sup> sum<sup>e</sup> of 1930<sup>th</sup> of tobaccoe th<sup>e</sup> said George did Assume and promise to pay unto the said Thomas when thereunto required But notwithstanding he the said George though often required hath not Satisfied nor paid th<sup>e</sup> same to th<sup>e</sup> said Thomas, but hath refused soe to doe and still doth refuse to doe the same whereby th<sup>e</sup> said Thomas hath Damage to th<sup>e</sup> value of 1500<sup>th</sup> of tobaccoe And thereupon he brings his suite.

Hereupon th<sup>e</sup> Plaintifes Attorney Craved two Appeals to th<sup>e</sup> Provinciaall Court which was Graunted.

Garret Synnet presents his Servant Ædith Chew to have her age adjudged and th<sup>e</sup> Court adjudged her to be fourteen yeares of age

James Johnson Attorney of Walter Beane came into Court and Confessed a judgement to Robert Gaytes for 550<sup>th</sup> of tobaccoe due unto him from Arthur Turner lately deceased th<sup>e</sup> said Beane being Administrator of th<sup>e</sup> said Turners estate and produced this Letter of Attorney following

Know all men by these presents That I Walter Beane of Charles Countie doe Constitute and make James Johnson my Lawfull Attorney for this Court to Answer to th<sup>e</sup> suite of Robert Gaytes As witnes my hand this 13<sup>th</sup> Day of Januarie 1667.

Witnes his  
James **I** Marum  
marke  
Richard **R.B.** Bell

his  
Walter **/** Beane  
marke

Ordered therefore th<sup>t</sup> th<sup>e</sup> said Beane pay th<sup>e</sup> s<sup>d</sup> sume unto th<sup>e</sup> s<sup>d</sup> Liber C  
Gaytes

Memorandum That It is Ordered That th<sup>e</sup> Attachments graunted  
th<sup>e</sup> last C<sup>t</sup> to Col. Gerrard Fowke, John Hutchinson and Nicholas  
Emerson ag<sup>t</sup> John Swaines Croppe in th<sup>e</sup> hands of Thomas Hussey  
be Continued untill th<sup>e</sup> next Courte

Whereas Cap Rob<sup>t</sup> Troope dec<sup>d</sup> gave and Bequeathed a parcell of [p. 252]  
Land containing [blank] acres unto Richard Harrison th<sup>e</sup> sonne of  
Joseph Harrison, w<sup>ch</sup> Land was made over unto th<sup>e</sup> said Cap. Troope  
in his life time by Thomas Allanson Now be it remembred That th<sup>e</sup>  
said Thomas Allanson came into Court and acknowledged That he  
sould th<sup>e</sup> said Land to th<sup>e</sup> said Cap Troope, and that notwithstanding  
there passed no Conveyance of th<sup>e</sup> same Land from him to th<sup>e</sup> said  
Troope yet he th<sup>e</sup> said Allanson saith th<sup>t</sup> he will make good th<sup>e</sup>  
estate in fee of th<sup>e</sup> said Land to th<sup>e</sup> said Richard Harrison.

Robert Gaytes Sworne in Court Deposed That James Bowlings  
Acco<sup>t</sup> for Corne due unto him from Arthur Turner latelie dec<sup>d</sup> was  
a just and true Account.

Anne th<sup>e</sup> Daughter of John Ward was borne the 5<sup>th</sup> February Anne Ward  
1663

Marie th<sup>e</sup> Daughter of John Ward was borne th<sup>e</sup> fifth day of Julie Mary Ward  
Anno Dni 1665

Anne th<sup>e</sup> Daughter of John Ward was borne Aprill 10<sup>th</sup> Annoq Anne Ward  
Dni 1667.

Elizabeth Harrison th<sup>e</sup> Daughter of Joseph Harrison was borne Eliza.  
on th<sup>e</sup> 11<sup>th</sup> Day of March Annoq Dni 1663. Harrison

Katherine Harrison Daughter of Joseph Harrison was borne on Kath.  
th<sup>e</sup> fourth Day of Januarie in th<sup>e</sup> yeare of our Lord 1666 Harrison

Ambrose Clerke th<sup>e</sup> Sonne of John Clerke was Borne on th<sup>e</sup> Ambrose  
thirteenth of September 1666. Clerke

The said Ambrose was Buried on th<sup>e</sup> eighteenth Day of Februarie  
following 1666/7

Richard Morrice had a man Child borne on th<sup>e</sup> 12<sup>th</sup> Day of Sep- Rich:  
tember, and buried on th<sup>e</sup> 20<sup>th</sup> Day Ditto 1667. Morrice  
his Child

Elizabeth Marshall Daughter of William Marshall was borne on Eliza:  
the fifteenth Day of Aprill 1667. Marshall

The said Marshalls Maid had a Child borne th<sup>e</sup> Beginning of June His Maids  
w<sup>ch</sup> Died th<sup>e</sup> last of August 1667 Child

Charles Philpot th<sup>e</sup> Sonne of Edward Phylpot was borne on the Charles  
Nineteenth Day of Februarie in th<sup>e</sup> yeare of our Lord one Thousand Philpot  
sixe hundred Sixtie seven

- Liber C Will. Barton William Barton th<sup>e</sup> Sonne of Nathaniell Barton was Borne on the Nineteenth Day of Februarie in th<sup>e</sup> yeare of our Lord one thousand Sixe hundred and Sixtie Seaven.
- Will. Bartons Child William Barton Jun<sup>r</sup> had a Child borne on th<sup>e</sup> twentie fifth of March in th<sup>e</sup> yeare of our Lord one Thousand sixe hundred & sixtie Seaven.
- Jo. Smyth Married John Smyth was Married to Margaret Barker on the fourteenth Day of Februarie in the yeare of our Lord 1666/7.
- Gilbert Corners Child Gilbert Corner had a Child borne on th<sup>e</sup> fourth of June 1667.
- Will. Marshalls serv<sup>t</sup> buried Grace Smoote William Marshall Buried his Man Izall on th<sup>e</sup> last Day of August 1667.
- Grace Smoote Grace th<sup>e</sup> wife of William Smoote Died on th<sup>e</sup> fourteenth Day of Januarie in th<sup>e</sup> yeare of our Lord one thousand Sixe hundred and Sixtie five
- Thomas Percey Thomas Percey Died on th<sup>e</sup> fifth Day of November in th<sup>e</sup> yeare 1666
- John Rouse Servant to John Cage Died on th<sup>e</sup> 25<sup>th</sup> Day of Januarie 1666.
- Rich: Baron Rich: Baron Servant to Humphrey Warren Died on th<sup>e</sup> 27<sup>th</sup> Day of Julie one thousand Sixe hundred Sixtie Sixe.
- Eliza. Smoote Elizabeth Daughter of Richard Smoote was Borne on th<sup>e</sup> 15<sup>th</sup> of December 1666.
- John Browne [p. 253] Elizabeth Browne had a Sonne Named John Borne th<sup>e</sup> 5<sup>th</sup> of June 1666
- Will. Hills Daughter William Hills had a Daughter Borne on th<sup>e</sup> 7<sup>th</sup> of August 1667.
- James Lyndsey m<sup>r</sup> James Lyndsey had a Sonne Borne called James the 18<sup>th</sup> of Februarie 1666.
- Marie Hunt Marie Hunt Daughter in Law of Garret Synnet was Borne two Dayes before Easter in th<sup>e</sup> yeare 1665.
- Tho: Cofer Thomas Coffe th<sup>e</sup> Sonne of John Coffe was borne on th<sup>e</sup> 15<sup>th</sup> Day of August 1667.
- John Cofer John Cofer Sonne of John Cofer was Borne on th<sup>e</sup> 25<sup>th</sup> Day of Novemb. 1663
- John Robinson Married Elizabeth Browne Married to John Robinson on the 21<sup>th</sup> Day of March 1666.
- Will. Hills Mar. William Hills, and Idy Hadlowe married in June 1667 at M<sup>r</sup> Montagues.
- John Paine Mar. John Paine married to Marie White the 23<sup>th</sup> of September 1667.
- Garret Synnet mar. Garret Synnet Married to Alice Hunt on the 21<sup>th</sup> of November 1666.
- John Browne John Browne Died on th<sup>e</sup> 7<sup>th</sup> of November 1666.
- Richard Randall Died on the 7<sup>th</sup> of September in 1667.



Thomas Agborough Servant of Alexander Sympson Died on the 10<sup>th</sup> of August 1667. Liber C  
Thomas  
Agborough

Dennis Murfrey died on the 23<sup>th</sup> of September 1667, at James Lyndseys Dennis  
Murfrey

John Wheeler the Sonne of John Wheeler was Borne in the yeare 1654. John  
Wheeler

James Wheeler Sonne of th<sup>e</sup> said John Wheeler was borne 9 Dayes before Christmas 1656. James  
Wheeler

Marie Wheeler was Borne on th<sup>e</sup> 22<sup>th</sup> of March 1658. Marie  
Wheeler

Thomas Wheeler Sonne of th<sup>e</sup> said John Wheeler was borne on th<sup>e</sup> 18<sup>th</sup> of March in th<sup>e</sup> yeare 1660. Tho:  
Wheeler

Winifrett Wheeler Sonne of th<sup>e</sup> said John was borne in March 1663. Winifret  
Wheeler

Ignatius Wheeler Sonne of th<sup>e</sup> said John was Borne in May 1665. Ignatius  
Wheeler

Margaret Synnet Daughter of Garret Synnet was borne on th<sup>e</sup> 24<sup>th</sup> of October 1667. Marg.  
Synnet

Elizabeth Bramley Plaintife versus Agatha Longworth Defend<sup>t</sup> in a plea of Debt for Corne and Cloathes and a Searge Suite upon Covenant Damages [blank] Writt to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 10<sup>th</sup> Day of March 1667.

The within Named Agatha Longworth is not to be found in my Bayliwick Jonath. Marler Dep. Sherrife Sherrifes  
Retorne

Edward Powell Plaintife versus George Thompson Defend<sup>t</sup> in a plea of Debt for 1200<sup>th</sup> of tobaccoe in caske Dammages [blank] Writt to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> [blank] Day of March 1667/8

Compounded. Sherrifes  
retorne

Nicholas Emanson Plaintife versus John Lewger Defend<sup>t</sup> in a plea of Trespasse upon th<sup>e</sup> case for 1430<sup>th</sup> of Casked tobaccoe Damages [blank] Writt to th<sup>e</sup> Sherrife Retornable ut Supra

The within Named John Lewger th<sup>e</sup> Defend<sup>t</sup> is not to be found in my Bayliwick Jonath. Marler Dep. Sherrife [p. 254]  
Sherrifes  
retorne

Nicholas Emanson Demandeth a writt of Execucon against th<sup>e</sup> person of John Lewger for th<sup>e</sup> Summe of 1358<sup>th</sup> of tobaccoe upon accot of ordinarie Accommodacons Signed by the said Lewger, The writt of Execucon to th<sup>e</sup> Sherrife Retorn<sup>ble</sup> on th<sup>e</sup> [blank] Day of March 1667/8

The within Named Jo. Lewger is not to be found in my Bayliwick Jonath. Marler Dep. Sherrife Sherrifes  
retorne

Nicholas Emanson Plaintife versus John Lewger Defend<sup>t</sup> in a Plea of Debt for 819<sup>th</sup> of Casked tobaccoe; Dammages to th<sup>e</sup>

Liber C value of [blank] Writt of Capias, and Subpaena for George Marsee, and Robert Cosleton Retornable ut Supra.  
 Sherrifes The within Named John Lewger is not to be found in my Bayli-  
 retorne wick Jonath. Marler Dep. Sherrife

Stephen Montague Demandeth writt of Execucon for th<sup>e</sup> Levieing 430<sup>th</sup> of Tobaccoe upon anie of th<sup>e</sup> goods, Debts, or Chattels of George Atkins in anie part of this County by virtue of an order passed against th<sup>e</sup> said Atkins for th<sup>e</sup> payment of th<sup>e</sup> s<sup>d</sup> sume to th<sup>e</sup> said Montague at a Court held on th<sup>e</sup> 12<sup>th</sup> of March 1666/7. Writt of Execucon to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 10<sup>th</sup> Day of March 1667/8.

Sherrifes None could be Served because not anie thing to lay it on  
 retorne

Jemima Long Daughter of Robert Long was Borne on the 5<sup>th</sup> Day of Januarie 1667.

Robert Long Entereth his marke of his Hogges & Cattle as followeth viz<sup>t</sup> Cropt on th<sup>e</sup> Right eare & a slitt in th<sup>e</sup> Croppe. This Marke should have been entered in th<sup>e</sup> yeare 1660, but was then entered falslie by Misinformacon of th<sup>e</sup> Clerke.

Edward Powell Plaintife versus John Stone Defend<sup>t</sup> in a plea of Debt for 993<sup>th</sup> of tobaccoe Damages to th<sup>e</sup> value of [blank] Writt of Capias Retornable on th<sup>e</sup> [blank] Day of March 1667/8

Sherrifes The within Named John Stone is not to be found in my Bayli-  
 retorne wick Jonath. Marler Dep. Sherrife

Absolam Coveant Plaintife versus verlinda Stone Defend<sup>t</sup> in a plea of Debt for 411<sup>th</sup> of tobaccoe; Damages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable ut supra.

Sherrifes By virtue of this writt I have taken m<sup>rs</sup> Verlinda Stone within  
 retorne written whose Body at th<sup>e</sup> Day & Place I have readie as th<sup>e</sup> writt requireth  
 Jonath. Marler Dep. Sherrife

Absolam Coveant Plaintife versus Jo. Dowglas Admin<sup>r</sup> of th<sup>e</sup> estate of Bridg. Herd Dec<sup>d</sup> in a plea of Debt by Bill 1524<sup>th</sup> of tobaccoe and p Acco<sup>t</sup> for 148. Damages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut Supra

[p. 255] Sherrifes By virtue of this Writt I have taken John Dowglas Admin<sup>r</sup> of  
 Retorne Briget Heard within written whose bodie at th<sup>e</sup> Day & Place within Contained I have readie as th<sup>e</sup> writt required

Benja. Rozer Sherrife

Nicholas Emanson Plaintife versus James Lyndsey Defend<sup>t</sup> in a plea of Trespace upon th<sup>e</sup> case for 561<sup>th</sup> of tobaccoe Damages to

th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable on Liber C  
th<sup>e</sup> [blank] Day of March 1667/8.

By virtue of this writt I have Sumoned M<sup>r</sup> James Lyndsey who Sherrifes  
is readie to appeare to th<sup>e</sup> said A<sup>c</sup>on Benja: Rozer Sherrife retorne

Edward Price entereth th<sup>e</sup> marke of his hogges and Cattle viz<sup>t</sup>  
The Left eare Cropt and two Slitts, and th<sup>e</sup> Right eare whole

James Bowling Demandeth a writt of Scire facias to John  
Morrice to Shew cause if he can wherefore writt of Execu<sup>c</sup>on  
should not forthw<sup>th</sup> issue to Levie 500<sup>th</sup> for w<sup>ch</sup> above a yeare and  
a day past he obtained order ag<sup>t</sup> th<sup>e</sup> said John Morrice. Writt of  
Scire facias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 10<sup>th</sup> Day of March  
1667/8.

I have Summoned th<sup>e</sup> within Named Jo. Morrice as this writt Sherrifes  
Requireth Benja. Rozer Sherrife retorne

m<sup>r</sup> Francis Pope Demandeth a Subpaena for Joseph Cooper to  
give evidence in a difference Between him & m<sup>r</sup> Beane th<sup>e</sup> Next C<sup>r</sup>  
held on th<sup>e</sup> 10<sup>th</sup> of March Subpaena to th<sup>e</sup> Sherrife

John Hutchinson Plaintife versus Samuell Cressey Defend<sup>t</sup> in a  
Plea of Trespasse upon th<sup>e</sup> Case Damages to th<sup>e</sup> value of [blank]  
Writt of Capias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 10<sup>th</sup> Day of  
March 1667/8

Executed & Compounded

Sherrifes  
retorne

John Hutchinson Plf versus Samuell Cressey Defend<sup>t</sup> in a Plea of  
Debt for th<sup>e</sup> Sum<sup>e</sup> of 1167<sup>th</sup> of tobaccoe; Dm<sup>ges</sup> to th<sup>e</sup> value of  
[blank] Writt of Capias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> 10<sup>th</sup> Day  
of March 1667/8

Executed & Compounded

Sherrifes  
retorne

At a Court held on th<sup>e</sup> Tenth Day of March An<sup>o</sup> Dni 1667/8

Present Commission<sup>rs</sup>

M<sup>r</sup> Henry Adams; M<sup>r</sup> Thomas Mathewes; M<sup>r</sup> Francis Pope;  
M<sup>r</sup> Zacharie Wade; M<sup>r</sup> Joseph Harrison M<sup>r</sup> James Lyndsey

Marie Robertson Serv<sup>t</sup> of John Coates was Adjudged by the  
Court to be Seaventeen yeares of age But yet

M<sup>dm</sup> It was th<sup>e</sup> request of her Master th<sup>t</sup> she should serve but sixe  
yeares & accordinglie soe ordered by th<sup>e</sup> Court.

Thomas Seer Serv<sup>t</sup> of Colon. Gerrard Fowke presented by James [p. 256]  
Macoy was adjudged by the Court to be Thirteene yeares of age.

William Bowing Servant of Archivall Waahob was Adjudged by  
the Court to be sixteen yeares of age & to Serve sixe yeares.

Liber C M<sup>r</sup> Francis Pope Plaintife      Walter Beane as Admin<sup>r</sup> of th<sup>e</sup>  
as Admin<sup>r</sup> of th<sup>e</sup> estate of      estate of Arthur Turner dec<sup>d</sup> De-  
Richard Smyth dec<sup>d</sup>      fend<sup>t</sup>

In a Plea of trespasse upon th<sup>e</sup> case

The said Francis Pope th<sup>e</sup> Plaintife made his personall Appearance to prosecute th<sup>e</sup> suite Commenced by him as aforesaid ag<sup>t</sup> th<sup>e</sup> said Walter Beane th<sup>e</sup> Defend<sup>t</sup> who Likewise made his personall appearance to defend th<sup>e</sup> same.

Hereupon the Plaintife Declared upon an Account for severall things had of Arthur Turner in his life time from Richard Smyth w<sup>ch</sup> was as followeth

M<sup>r</sup> Arthur Turner Debtor to th<sup>e</sup> Estate  
of Richard Smyth late dec<sup>d</sup> as followeth.

For his Sonnes diet one year.....	550 <sup>lb</sup> tob.
It. for one Steare.....	600
It. for two hides.....	100
It. for one quarter of Beefe.....	090
It. for Sixteen gallons of Syder.....	160

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1500

Likewise th<sup>e</sup> Plaintife further Declared upon a Bill passed by the said Turner to th<sup>e</sup> said Pope in his life time for th<sup>e</sup> Payment of 1074<sup>lb</sup> of tobaccoe w<sup>ch</sup> was as followeth (viz<sup>t</sup>)

This Bill bindeth me Arthur Turner my heires Executors and Administrators to pay or cause unto Francis Pope and John Hatch two of th<sup>e</sup> Admin<sup>rs</sup> of th<sup>e</sup> estate of Richard Smyth their heires Executors Admin<sup>rs</sup> or assigns the full and just Summe of one Thousand Seaventie foure pounds of tobaccoe and Caske to be paid at some Convenient place in Charles County at or upon th<sup>e</sup> tenth day of November next ensuing th<sup>e</sup> Date hereof As Witnes my hand this 2<sup>d</sup> Day of Aprill 1664.

Arthur Turner

Test Abraham Rowse

Thomas Grinhill

Whereupon th<sup>e</sup> Defend<sup>t</sup> demanded an Allowance of th<sup>e</sup> Summe of 550<sup>lb</sup> of tobaccoe for Caske, and 300<sup>lb</sup> of tobaccoe for a Suite of Cloathes due from th<sup>e</sup> estate of Richard Smith to th<sup>e</sup> estate of Arthur Turner and requested th<sup>t</sup> both th<sup>e</sup> said Summes might be deducted out of th<sup>e</sup> Totall Summe of 2574<sup>lb</sup> of tobaccoe for w<sup>ch</sup> th<sup>e</sup> Plaintife sued which was done accordingle and th<sup>e</sup> Remainder being 1724<sup>lb</sup> of tobaccoe th<sup>e</sup> Defend<sup>t</sup> acknowledged a Judgement for th<sup>e</sup> same to th<sup>e</sup> Plaintife and th<sup>e</sup> Court thereupon ordered th<sup>t</sup> The  
[p. 257] Defend<sup>t</sup> should Pay and Satisfie th<sup>e</sup> said Summe of 1724<sup>lb</sup> of tobaccoe to th<sup>e</sup> Plaintife, but th<sup>e</sup> Plaintife to pay costs of suite.

Likewise th<sup>e</sup> said m<sup>r</sup> Beane acknowledged a Judgment for 9 Barrels and a halfe of Corne at 60<sup>lb</sup> of tobaccoe p Barrell due to James Bowling from th<sup>e</sup> estate of Arthur Turner afores<sup>d</sup> dec<sup>d</sup>

Ordered Therefore That th<sup>e</sup> said Beane Satisfie and Pay th<sup>e</sup> said Liber C  
9 Barrells and a halfe of Corne to th<sup>e</sup> s<sup>d</sup> James Bowling

Nicholas Emanson Summoned M<sup>r</sup> James Lyndsey to Answ<sup>r</sup> to him in a plea of trespasse upon th<sup>e</sup> Case for 561<sup>lb</sup> of tobaccoe w<sup>ch</sup> he saith th<sup>e</sup> s<sup>d</sup> M<sup>r</sup> Lyndsey oweth him and detaineth upon w<sup>ch</sup> he declareth as followeth

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie.

And whereupon the said Nicholas Complaineth against th<sup>e</sup> said James For that that is to say That Whereas th<sup>e</sup> said Nicholas at diverse and Sundrie times and at th<sup>e</sup> instance and request of th<sup>e</sup> said James Sold and delivered to him th<sup>e</sup> said James in Ordinarie accommoda<sup>ti</sup>on th<sup>e</sup> soe much as in th<sup>e</sup> whole Amounteth to th<sup>e</sup> Summe of five hundred sixtie one pounds of tobaccoe an Account whereof th<sup>e</sup> said Nicholas is readie to Produce in Court w<sup>ch</sup> said Totall Summe of 561<sup>lb</sup> of tobaccoe & all and Severall th<sup>e</sup> particular Summes in th<sup>e</sup> said Account from time to time acruing and Amounting thereunto th<sup>e</sup> said James did assume upon himselfe and faithfullie promise That he th<sup>e</sup> same to th<sup>e</sup> said Nicholas well and truelie would Satisfie and Pay when thereunto Required But yet Notwithstanding he th<sup>e</sup> said James not regarding his said promise and Assumption hath refused to Satisfie the said 561<sup>lb</sup> of tobaccoe to th<sup>e</sup> said Nicholas and doth still refuse to doe th<sup>e</sup> same Whereupon he brings his suite

Hereupon th<sup>e</sup> said Nicholas and th<sup>e</sup> said James Produced their Severall Accounts in Court and It was ordered th<sup>t</sup> Stephen Montague and George Thompson should Audit th<sup>e</sup> same and make report thereof to th<sup>e</sup> Court w<sup>ch</sup> accordinglie they did and found That M<sup>r</sup> James Lyndsey did stand indebted unto Nicholas Emanson in th<sup>e</sup> quantitie of 351<sup>lb</sup> of tobaccoe upon th<sup>e</sup> Ballance of all Accounts between them from th<sup>e</sup> Beginning of th<sup>e</sup> world till this present time

Ordered Therefore th<sup>t</sup> th<sup>e</sup> said M<sup>r</sup> Lyndsey Satisfie and Pay unto th<sup>e</sup> said Nicholas th<sup>e</sup> said Summe of 351<sup>lb</sup> of toba<sup>c</sup> w<sup>th</sup> Charges and costs of suite.

Absolam Coveant Plaintife

John Dowglas as Admin<sup>r</sup> of th<sup>e</sup>  
estate of Bridget Heard dec<sup>d</sup> Def<sup>t</sup>

In a Plea of Debt.

The said Absolam Coveant th<sup>e</sup> Plaintife made his personall Appearance to Prosecute th<sup>e</sup> said Suite Commenced by him against th<sup>e</sup> said John Dowglas th<sup>e</sup> Defend<sup>t</sup>. The said John Dowglas appeared to Defend th<sup>e</sup> same. [p. 258]

Hereupon the Plaintife declared against th<sup>e</sup> Defend<sup>t</sup> as followeth viz<sup>t</sup>.

To th<sup>e</sup> Wor<sup>ple</sup> his Lordships Justices in Charles County.

And Whereupon th<sup>e</sup> said Absalom Complaineth against th<sup>e</sup> said John For th<sup>t</sup> th<sup>t</sup> is to say That whereas Bridget Heard aforesaid

Liber C in her life time became indebted unto th<sup>e</sup> said Absalom in th<sup>e</sup> Summe of 1524<sup>th</sup> of tobaccoe and being soe indebted obliged herselfe by Bill bearing date th<sup>e</sup> 10<sup>th</sup> Day of Februarie 1664, and Signed Sealed and Delivered as her act and Deed to th<sup>e</sup> said Absalom for th<sup>e</sup> true Payment and Satisfacō of th<sup>e</sup> said 1524<sup>th</sup> of tobaccoe to have been made to her by th<sup>e</sup> said Absalom according to th<sup>e</sup> said Bill on th<sup>e</sup> 10<sup>th</sup> of November next ensueing th<sup>e</sup> Date of th<sup>e</sup> said Bill And Likewise whereas th<sup>e</sup> said Bridget in her Life time did owe th<sup>e</sup> said Absalom th<sup>e</sup> Summe of 148<sup>th</sup> of tobaccoe more for goods in value Amounting to th<sup>e</sup> said Summe Delivered to her th<sup>e</sup> said Bridget by th<sup>e</sup> said Absalom the Account whereof he is readie to Produce yet Notwithstanding th<sup>e</sup> said John having taken out Letter of Administraō whereby he is obliged to Satisfie all debts Contracted on th<sup>e</sup> estate of th<sup>e</sup> said Bridget doth Denye th<sup>e</sup> said Absalom Payment of th<sup>e</sup> said Summes justly due upon th<sup>e</sup> same though requested thereto Wherefore th<sup>e</sup> said Absalom Prayeth this Wor<sup>ple</sup> Court th<sup>t</sup> order may be graunted to him Comāding th<sup>e</sup> said John to Satisfie th<sup>e</sup> said Debts to him w<sup>th</sup> Costs and Charge of suite, And &c.

Hereupon th<sup>e</sup> Plaintife in Confirmaō of his said Declaraō Produced th<sup>e</sup> Bill specified therein to be passed to him by th<sup>e</sup> said Bridget Heard as afores<sup>d</sup> w<sup>ch</sup> was as followeth viz<sup>t</sup>

This Bill bindeth me Bridget Heard widdow in Charles County my heires Executors Admin<sup>rs</sup> and Assignes to pay or Cause to be well and truely Paid unto Absalom Coveant of Bristoll Merchant or to his Assignes th<sup>e</sup> full just and entire summe of 1524<sup>th</sup> of good sound Mrch<sup>ble</sup> tobaccoe and Caske at or upon th<sup>e</sup> 10<sup>th</sup> Day of November next ensueing th<sup>e</sup> Date hereof at my Now Dwelling house in Pikawaxen As witnes my hand this 10<sup>th</sup> Day of Februarie 1664.

Signed Sealed and Delivered

her

in th<sup>e</sup> presence of us

Bridget *B* Heard

John Small

marke

Lewis Shepdids marke *L*

[p. 259] Likewise th<sup>e</sup> said Absalom Produced an Account of goods Delivered by him to th<sup>e</sup> said Bridget Heard to th<sup>e</sup> value of 148<sup>th</sup> of tobaccoe menōned in th<sup>e</sup> Declaraō w<sup>ch</sup> was as followeth viz<sup>t</sup>

March 20<sup>th</sup> 1664 Bridget Heard Deb<sup>tr</sup>

To one Paire of Tick Bodies.....	040 <sup>th</sup> toba <sup>c</sup>
To one paire of small Shoes.....	012
To one parcell of fine thread.....	020
To 2 Douzen of Buttons and 6 scaines of thread.	010
To two paire of Small hose.....	016
To M <sup>r</sup> Emanson one paire of falls.....	050

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Delivered by me Absalom Covant to th<sup>e</sup>  
Widdow Heard & for her use.

Hereupon th<sup>e</sup> said John Dowglas Acknowledged a Judgment for Liber C  
th<sup>e</sup> said Severall Debts of 1524<sup>th</sup> of tobaccoe and 148<sup>th</sup> of tobaccoe  
to th<sup>e</sup> said Absolam

Ordered Therefore th<sup>t</sup> th<sup>e</sup> said John as Admin<sup>r</sup> of th<sup>e</sup> said  
Bridgets estate doe Satisfie th<sup>e</sup> said Debts to th<sup>e</sup> said Absolam  
and he th<sup>e</sup> said Absolam to Satisfie Costs and Charges of suite.

To all to whom these presents shall Come Know ye that I Lydia  
Wilkins of North<sup>ton</sup> Countie in Virginia Spinster doe by these  
presents Institute appoint and ordaine my trustie and well beloved  
freind Thomas Heddie of th<sup>e</sup> said Countie of North<sup>ton</sup> my true  
and Lawfull Attorney for me and to my use to aske demand and  
receive of th<sup>e</sup> Executor or Executors of M<sup>r</sup> Richard Randall late  
of Portobaccoe in th<sup>e</sup> Province of Marieland dec<sup>d</sup> all such Legacie  
or legacies as he the said Richard Randall hath Left me by his  
Last will and testament and upon receipt thereof Letter of Acquit-  
tance or Acquittances to Signe Seale, and Deliver in my Name and  
to my use And upon Denyall of Payment thereof th<sup>e</sup> Executor or  
Executors or those that w<sup>th</sup> th<sup>e</sup> estate of th<sup>e</sup> said M<sup>r</sup> Richard  
Randall dec<sup>d</sup> is impowered to arrest sue and Imprison, and upon  
Payment againe to release Acquitt and discharge out of Prison and  
one Attorney or more if need require to Institute, ordain & Appoint  
under him & whatsoever else is Needfull and Necessary to be done  
in and concerning th<sup>e</sup> Premises for th<sup>e</sup> Lawfull recoverie of th<sup>e</sup>  
said Legacie or Legacies I promise to Allow ratifie and establish  
In witnes whereof I have hereunto Set my hand and Seale this 3<sup>d</sup>  
Day of February Anno Dni 1667. Lydia Wilkins

Signed sealed and delivered

○

in the presence of us

Will. Mellings

Jo. Michael

Nicholas Cridland

Be it Remembred That th<sup>e</sup> Wor<sup>ple</sup> Court of Charles Countie have [p. 260]  
engaged their promise to Absolam Covant of Bristoll Merchant That  
if he will Transport Alexander Howell out of this province to  
England He th<sup>e</sup> said Absolam shall therefore be Satisfied th<sup>e</sup> full  
and just Quantitie of one Thousand pounds of tobaccoe in Caske  
at some Convenient place in Charles Countie.

Whereas James Bowling by writt of Scire facias Summomed  
John Morrice to Shew Cause if he Could wherefore writt of Exe-  
cu<sup>con</sup> should not forthwith issue to Levie th<sup>e</sup> quantitie of 500<sup>th</sup>  
of tobaccoe for which above a yeare and a day past he obtained  
order against th<sup>e</sup> said Morrice Now th<sup>e</sup> said Morrice made his  
personall appea but could declare no Sufficent cause whatsoever  
wherefore th<sup>e</sup> said Bowling should not have Execu<sup>con</sup> as afore-

Liber C said Ordered therefore th<sup>t</sup> th<sup>e</sup> said Morrice Satisfy th<sup>e</sup> said 500<sup>th</sup> of tobaccoe or else execucon

Whereas Henrie Frankam did oblige himselfe by bond to Thomas Allanson to acknowledge his right and title to him in a parcell of land Containing two hundred acres Now be it Remembred th<sup>t</sup> th<sup>e</sup> said Henrie Frankam together w<sup>th</sup> his wife were readie this Court to have acknowledged th<sup>e</sup> same but th<sup>e</sup> said Thomas Allanson did not appeare there

Marie Cosleton daughter of Robert Cosleton was borne on the 6<sup>th</sup> Day of Februarie Anno Doni 1667.

Edward Cooper Entereth th<sup>e</sup> Marke of his hogges and cattle as followeth viz<sup>t</sup> A Slitt in th<sup>e</sup> right eare and th<sup>e</sup> upper part of one side of th<sup>e</sup> Slitt cut away

William Barton sonne of William Barton Junior was borne on th<sup>e</sup> 27<sup>th</sup> Day of Februarie Anno Dni 1667.

William Barton Junior Entereth his Brandmarke for horses and Mares viz<sup>t</sup> a figure of (7) and a round (O)

John Roberts entereth his Marke of his hogges and Cattle as followeth viz<sup>t</sup> a Croppe, and three slitts on each eare

John Harrington Entereth th<sup>e</sup> Marke of his hogges and Cattle viz<sup>t</sup> A Croppe and underkeele on th<sup>e</sup> Left eare and a hole in th<sup>e</sup> right

Edward Powell Plaintife vers<sup>s</sup> John Stone Defend<sup>t</sup> as Admin<sup>r</sup> of th<sup>e</sup> estate of Richard Stone dec<sup>d</sup> in a plea of Debt for 953<sup>th</sup> of tobaccoe Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668 & Subpaena for Jo. Charman.

Sherrifes  
retorne

The Partie within Named is not to be found in my Bayliwick  
Jonath. Marler Def<sup>t</sup> Sherrife

John Charman vers Marie Garret in a Plea of Debt for th<sup>e</sup> quantitie of Sixe hundred and fourteen pounds of toba<sup>c</sup> Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra

Sherrifes  
retorne  
[p. 261]

The within Named Marie Garret th<sup>e</sup> Plaintife is not to be found in my Bayliwick  
Jonath. Marler Def<sup>t</sup> Sherrife

M<sup>r</sup> Henry Adams demanded a writt of Scire facias to Summon Nathaniell Eaton and M<sup>ris</sup> Verlinda Burdit to Shew cause if they soe can wherefore they doe not Satisfie to th<sup>e</sup> said M<sup>r</sup> Adams th<sup>e</sup> summe of 953<sup>th</sup> of tobaccoe due to him for levies in his Sherrifealtie & wherefore upon th<sup>e</sup> Non payment of th<sup>e</sup> same execucon should not forthw<sup>th</sup> issue for Levieing th<sup>e</sup> same



Writt of Scire facias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668. Liber C

This writt was executed by me Jonath. Marler Dep<sup>t</sup> Sherrife Sherrifes  
retorne

M<sup>r</sup> James Lyndsey vers<sup>s</sup> William Hills in a plea of trespasse upon th<sup>e</sup> case for th<sup>e</sup> Summe of 965<sup>th</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra. Subpaena for Samuel Harris and Alexander Synnet

By virtue of this writt I have taken William Hills within written whose bodie at th<sup>e</sup> Day and place within contained I have readie as th<sup>e</sup> writt requireth Jonath. Marler Dep<sup>t</sup> Sherrife Sherrifes  
retorne

Robert Downes Demandeth writt of Attachment against th<sup>e</sup> estate of Morgan Jones latelie departed from th<sup>e</sup> Province for th<sup>e</sup> Summe of 410<sup>th</sup> of tobaccoe in w<sup>ch</sup> th<sup>e</sup> said Morgan is indebted to him Writt of Attachment to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668.

This writt was executed by me Jonath. Marler Dep<sup>t</sup> Sherrife Sherrifes  
retorne

M<sup>r</sup> Joseph Harrison and M<sup>r</sup> Stephen Montague as Admin<sup>rs</sup> of th<sup>e</sup> estate of Richard Randall dec<sup>d</sup> Plaintifes vers<sup>s</sup> Ignatius Causeen Defend<sup>t</sup> in a plea of trespasse upon th<sup>e</sup> case for th<sup>e</sup> Summe of 648<sup>th</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra

Alexander White demandeth a writt of Attachment against th<sup>e</sup> estate of Morgan Jones latelie departed from th<sup>e</sup> Province for th<sup>e</sup> summe of 450<sup>th</sup> of tobaccoe in w<sup>ch</sup> th<sup>e</sup> said Morgan is indebted to him Writt of Attachment to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668.

This writt of Attachment was executed by me Jonath. Marler Dep<sup>t</sup> Sherrife Sherrifes  
retorne

Nicholas Emanson Plaintife vers<sup>s</sup> John Lewger Defend<sup>t</sup> in a Plea of trespasse upon the Case for th<sup>e</sup> Summe of 1430<sup>th</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut Supra

By virtue of this writt I have taken John Lewger within written whose Bodie at th<sup>e</sup> Day and place within Contained I have readie as th<sup>e</sup> writt requireth Jonath. Marler Dep<sup>t</sup> Sherr Sherrifes  
retorne

M<sup>r</sup> Joseph Harrison Complainant vers<sup>s</sup> Clement Theobalds & Marie his wife Defend<sup>ts</sup> in a Case of equitie Dammages to th<sup>e</sup> value of [blank] Writt of Subpaena in Chancerie to th<sup>e</sup> Sherrife and Subpaena to Alexander Sympson Izabella Dickenson to give evidence retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668. [p. 262]

Liber C Robert Sampson vers<sup>s</sup> William Thomas in a Plea of trespasse upon th<sup>e</sup> Case for th<sup>e</sup> Summe of 1300<sup>lb</sup> of tobaccoe. Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra.

Robert Sampson vers<sup>s</sup> William Thomas in a plea of Trespasse upon th<sup>e</sup> Case for th<sup>e</sup> Summe of 2800<sup>lb</sup> of tobaccoe. Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra

Sherrifes retorne By virtue of these two writts I have taken William Thomas within written whose bodie at th<sup>e</sup> Day and place within Contained I have readie as th<sup>e</sup> writts required Jonathan Marler Dep<sup>r</sup> Sherrife

Sherrifes retorne is a Caepi Corpus John Mun Plaintife vers<sup>s</sup> Bennet Marchagay Defend<sup>t</sup> in a Plea of Debt for th<sup>e</sup> Summe of 2777<sup>lb</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra

Robert Cosleton Plaintife vers<sup>s</sup> Joseph Edmonds Defend<sup>t</sup> in a plea of Debt for th<sup>e</sup> Summe of 1238<sup>lb</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra & subpaena for 3 persons

Sherrifes retorne The within Named Joseph Edmonds th<sup>e</sup> Defend<sup>t</sup> is not to be found in my Bayliwick. Jonath. Marler Dep<sup>r</sup> Sherrife

Will. Rossell Plaintife vers<sup>s</sup> John Mun and Edmund Lambert Defend<sup>ts</sup> in a Plea of Debt for th<sup>e</sup> summe of 1100<sup>lb</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra, and Subpaena for Luke Green and Edmond Lyndsey

Sherrifes retorne I have by virtue of this writt taken Jo. Mun and Edmund Lambert within written whose bodies at th<sup>e</sup> Day and place within Contained I have readie as th<sup>e</sup> writt requireth Jonath. Marler Dep<sup>r</sup> Sherrife

John Bysick Plaintife vers<sup>s</sup> Agatha Longworth Defend<sup>t</sup> in a plea of Debt; Damages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra.

Sherrifes retorne Compounded Jonath. Marler Dep<sup>r</sup> Sherrife

John Charman Plaintife vers<sup>s</sup> M<sup>r</sup> James Lyndsey Defend<sup>t</sup> in a plea of Debt for th<sup>e</sup> Summe of 454<sup>lb</sup> of tobaccoe Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut supra

Sherrifes retorne By virtue of this writt I have Sumoned M<sup>r</sup> James Lyndsey within written Jonath. Marler Dep<sup>r</sup> Sherrife

[p. 263] M<sup>r</sup> Francis Pope demandeth writt of Execucon as Admin<sup>r</sup> of th<sup>e</sup> estate of Richard Smyth dec<sup>d</sup> against M<sup>r</sup> Walter Beane as Admin<sup>r</sup> of th<sup>e</sup> estate of Arthur Turner dec<sup>d</sup> for Levieing th<sup>e</sup> summe of 1724<sup>lb</sup> of tobaccoe on th<sup>e</sup> said Turners estate for w<sup>ch</sup> Summe th<sup>e</sup>

said M<sup>r</sup> Pope obtained an order against th<sup>e</sup> said M<sup>r</sup> Beane at th<sup>e</sup> Liber C  
last Court held on th<sup>e</sup> 10<sup>th</sup> Day of March Writt of execu<sup>o</sup>n to  
th<sup>e</sup> Sherrife

Elizabeth Storie Plaintife vers<sup>s</sup> Cap. Josias Fendall Defend<sup>t</sup> in a  
plea of trespasse upon th<sup>e</sup> Case for th<sup>e</sup> sume of 2000<sup>th</sup> of tobaccoe;  
Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife  
retornable on th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668

Elizabeth Storie Plaintife vers<sup>s</sup> Cap. Josias Fendall Defend<sup>t</sup> in a  
plea of trespasse upon th<sup>e</sup> Case for th<sup>e</sup> Summe of 2000<sup>th</sup> of tobaccoe;  
Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife  
retornable ut supra.

By virtue of these writts I would have taken th<sup>e</sup> within Named Sherrifes  
Cap. Fendall but could not find him in my Bayliwick. retornes

At a Court held in Charles Countie on th<sup>e</sup> Seaventh Day of Aprill  
Anno Dni 1668.

M <sup>r</sup> James Lyndsey	M <sup>r</sup> Francis Pope	} Present	Justices
M <sup>r</sup> Zachariah Wade	M <sup>r</sup> Joseph Harrison		

William Perfect presented William Lans to have his age ad-  
judged by the Court and he was adjudged to be fourteen yeares  
of age

John Hammonds Servant of Jeremiah Dickenson was presented  
to th<sup>e</sup> Court, & adjudged to be fifteen yeares of age

Henrie Vaine Servant of George Newman was presented to th<sup>e</sup>  
Court, and adjudged to be fourteen yeares of age.

Whereas M<sup>r</sup> Nathaniel Eaton, and M<sup>rs</sup> Verlinda Burdit were by  
writt of Scire facias Summoned to th<sup>e</sup> Court to shew Cause if they  
soe could wherefore writt of Execu<sup>o</sup>n should not forthwith issue  
against them in th<sup>e</sup> behalfe of M<sup>r</sup> Henrie Adams to Levie th<sup>e</sup> Summe  
of 953<sup>th</sup> of tobaccoe due from them to him th<sup>e</sup> said M<sup>r</sup> Adams Now  
th<sup>e</sup> said M<sup>r</sup> Nathaniel Eaton made his personall appearance but  
declared no Sufficient cause against th<sup>e</sup> issueing of Execu<sup>o</sup>n as  
aforesaid Whereupon It is ordered th<sup>t</sup> th<sup>e</sup> said M<sup>r</sup> Adams have  
writt of execu<sup>o</sup>n

Nicholas Emanson Plaintife	John Lewger Defend <sup>t</sup>	[p. 264]
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In a plea of trespasse upon th<sup>e</sup> case.

Nicholas Emanson th<sup>e</sup> Plaintife made his Personall appearance  
to prosecute th<sup>e</sup> said suite Commenced ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup>.

John Lewger th<sup>e</sup> Defend<sup>t</sup> did personallie appeare to defend th<sup>e</sup>  
same

Hereupon th<sup>e</sup> Plaintife Declared against th<sup>e</sup> Defend<sup>t</sup> in manner and  
forme as followeth viz<sup>t</sup>.

Liber C To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie  
 And whereupon th<sup>e</sup> said Nicholas Complained against th<sup>e</sup> said John For th<sup>t</sup> th<sup>t</sup> is to say That whereas th<sup>e</sup> said Nicholas diverse and Sundrie times at th<sup>e</sup> instance and request of th<sup>e</sup> said John Sold and delivered to th<sup>e</sup> said John in ordinarie Accommoda<sup>co</sup>ns soe much as in th<sup>e</sup> whole amounteth to th<sup>e</sup> summe of fourteen hundred, and thirtie pounds of tobaccoe an accompt whereof th<sup>e</sup> said Nicholas hath readie to be produced in Court w<sup>ch</sup> said totall sume of fourteen hundred and thirtie pounds of tobaccoe and all and Severall th<sup>e</sup> Summes in th<sup>e</sup> said Account from time to time acruing and amounting thereunto the said John did Assume upon himselfe and faithfullie promise That he th<sup>e</sup> same to th<sup>e</sup> said Nicholas well and truelie would satisfie and pay when he should be thereunto required But Notw<sup>th</sup>standing th<sup>e</sup> said John to th<sup>e</sup> said Nicholas th<sup>e</sup> said Severall Summes amounting to th<sup>e</sup> said 1430<sup>th</sup> of tobaccoe though often thereunto required hath not Satisfied or in anie manner for th<sup>e</sup> same Contented, and paid But doth alltogether refuse to Satisfie th<sup>e</sup> same Whereupon th<sup>e</sup> said Nicholas brings his suite

Hereupon th<sup>e</sup> Defend<sup>t</sup> Acknowledged a Judgment for th<sup>e</sup> said Summe of fourteen hundred and thirtie pounds of tobaccoe to th<sup>e</sup> Plaintife

Ordered therefore That th<sup>e</sup> Defend<sup>t</sup> Satisfie and pay unto th<sup>e</sup> Plaintife th<sup>e</sup> said Summe w<sup>th</sup> Costs and Charge of suite.

Robert Sampson Plaintife William Thomas Defend<sup>t</sup>

In a plea of trespasse upon th<sup>e</sup> case

Alexander White came into Court and Produced this ensuing Letter of Attorney to him from William Thomas

Know all men by these presents That I William Thomas doe Constitute, Authorize and Appoint Alexander White my true and Lawfull Attorney for me and in my Place and stead to request and Crave a refference untill th<sup>e</sup> next Court or Courts held in Charles Countie after this Court then and there to Answ<sup>r</sup> to Robert Sampson what shall be alleadged Witnes my hand this 4<sup>th</sup> Day of Aprill Anno Dni 1668.

William Thomas

Signed, Sealed & Delivered

○

in th<sup>e</sup> presence of us

Jonathan Marler Thomas [blank]

[p. 265] Ordered therefore That there be an Imparlan<sup>ce</sup> of this suite till th<sup>e</sup> next Court to be held on th<sup>e</sup> 2<sup>d</sup> tuesday in June next ensuing

John Muns Plaintife Bennet Marchagay Defend<sup>t</sup>

In a plea of Debt

The Plaintife made his personall appearance to Prosecute th<sup>e</sup> said Suite ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup>

The Defend<sup>t</sup> did Likewise personallie appeare to defend th<sup>e</sup> same

Hereupon th<sup>e</sup> Plaintife declared against th<sup>e</sup> Defend<sup>t</sup> in manner Liber C  
and forme as followeth

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commision<sup>rs</sup> of Charles Countie

Whereupon th<sup>e</sup> said John Complaineth against th<sup>e</sup> said Bennet for th<sup>t</sup> th<sup>t</sup> is to say That Whereas th<sup>e</sup> said Bennet became indebted unto th<sup>e</sup> said John in th<sup>e</sup> Summe of 2777<sup>th</sup> of tobaccoe, & being soe indebted obliged himselfe by Bill bearing date th<sup>e</sup> 26<sup>th</sup> of Februarie 1666 and Signed Sealed and delivered as his act and deed to th<sup>e</sup> said John for th<sup>e</sup> true payment of th<sup>e</sup> same to have been made according to th<sup>e</sup> said Bill at or before th<sup>e</sup> 10<sup>th</sup> Day of November last past on th<sup>e</sup> said Bennets owne Plantacon yet Notwithstanding th<sup>e</sup> said Bennet litle regarding his said obligacon but plotting and fraudulentlie intending him th<sup>e</sup> said John of th<sup>e</sup> said 2777<sup>th</sup> of tobaccoe to deceave and defraud th<sup>e</sup> same to him th<sup>e</sup> said John at th<sup>e</sup> time and place according to his said obligacon hath not paid and delivered or in anie manner for th<sup>e</sup> same satisfied but th<sup>e</sup> same to him hitherto to pay & deliver hath altogether refused and as yet refuseth to th<sup>e</sup> Dammage of him th<sup>e</sup> said John Whereupon he brings his suite.

Hereupon th<sup>e</sup> Defend<sup>t</sup> brought th<sup>e</sup> Sherrife into Court to Confesse th<sup>t</sup> he had receaved of Bennet Marchagay th<sup>e</sup> Defend<sup>t</sup> th<sup>e</sup> summe of 1489<sup>th</sup> of tobaccoe for th<sup>e</sup> use of th<sup>e</sup> Plaintife in part of payment of th<sup>e</sup> said Bill menconed in th<sup>e</sup> Declaracon and for th<sup>e</sup> Remainder being th<sup>e</sup> Summe of 1288<sup>th</sup> of tobaccoe th<sup>e</sup> Defend<sup>t</sup> acknowledged a Judgment for th<sup>e</sup> same to th<sup>e</sup> Plaintife

Ordered Therefore th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> Satisfie and Pay unto th<sup>e</sup> Plaintife th<sup>e</sup> said Summe of 1288<sup>th</sup> of tobaccoe w<sup>th</sup> Costs of suite or else Execucon.

William Rossell Plaintife

John Munn & Edmund Lambert  
Defend<sup>ts</sup>

In a plea of Debt

The Plaintife made his Personall appearance to Prosecute th<sup>e</sup> said Suite against th<sup>e</sup> Defend<sup>ts</sup>

Likewise th<sup>e</sup> Defend<sup>ts</sup> did personallie appeare to defend th<sup>e</sup> same.

Hereupon th<sup>e</sup> Plaintife Declared ag<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> in manner & forme as followeth

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie

[p. 266]

And whereupon th<sup>e</sup> said William Complaineth ag<sup>t</sup> th<sup>e</sup> said John and Edmond For th<sup>t</sup> th<sup>t</sup> is to say That Whereas th<sup>e</sup> said John and Edmund became indebted unto him in th<sup>e</sup> Summe of 1100<sup>th</sup> of tobaccoe, and being soe indebted did oblige themselves by Bill joyntlie passed by them bearing date th<sup>e</sup> 12<sup>th</sup> Day of March 1666/7, and Signed Sealed and delivered as their Joynt act and deed unto him th<sup>e</sup> said William for th<sup>e</sup> true Payment of th<sup>e</sup> same to have been made according to th<sup>e</sup> said Bill at or upon th<sup>e</sup> 10<sup>th</sup> of November

Liber C last past and next ensuing th<sup>e</sup> date of th<sup>e</sup> said Bill yet Notwithstanding th<sup>e</sup> said John and Edmund litle minding their Obligacon aforesaid have refused in anie manner to make satisfacon for th<sup>e</sup> said 1100<sup>th</sup> of tobaccoe to th<sup>e</sup> said William though Required thereunto and doe still refuse to doe th<sup>e</sup> same Whereupon th<sup>e</sup> said William Saith he is Damnified and thereupon brings his Suite.

Upon diverse Allegacons on either side It did appeare to the Court th<sup>t</sup> th<sup>e</sup> Defend<sup>ts</sup> did still remaine indebted to th<sup>e</sup> Plaintife in th<sup>e</sup> Summe of 650<sup>th</sup> of tobaccoe

Whereupon It was Ordered That th<sup>e</sup> Defend<sup>ts</sup> Satisfie and Pay unto th<sup>e</sup> Plaintife th<sup>e</sup> said Summe of Sixe hundred and fiftie pounds of tobaccoe w<sup>th</sup> Costs of suite.

Sarah Maris Daughter of Thomas Maris was Borne on th<sup>e</sup> 11<sup>th</sup> Day of November 1667.

The said Thomas Maris Entereth his said Daughter Sarahs Marke of hogges and Cattle viz<sup>t</sup> Cropt on both Eares, overkeeld on th<sup>e</sup> right and underkeeld on th<sup>e</sup> left

John Lumbrozo Sonne of John Lumbrozo dec<sup>d</sup> was Borne in th<sup>e</sup> Monthe of June Anno Dni 1666.

John Harrington Plaintife versus John Tompkinson alias Cheshire Defend<sup>t</sup> in a Plea of Trespasse and Batterie; Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> Nineth Day of June 1668

Sherrifes     The within Named John Tompkinson is not to be found in my  
Retorne     Bayliwick                                   Jonathan Marler     De<sup>p</sup> Sherrife

Andrew Ward Plaintife versus Richard Harrison Defend<sup>t</sup> in a Plea of Trespasse; Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable ut Supra

Sherrifes     Compounded after execucon of th<sup>e</sup> Writt.  
retorne

[p. 267] Thomas Alcocks Plaintife versus George Thompson Defend<sup>t</sup> in a plea of trespasse upon th<sup>e</sup> Case; Dammages to th<sup>e</sup> value of [blank] writt of Capias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 9<sup>th</sup> Day of June 1668.

Sherrifes     The within Named George Thompson is not to be found in my  
retorne     Bayliwick.                                   Jonathan Marler     De<sup>p</sup> Sherrife

Robert Cosleton Plaintife versus Joseph Edmonds Defend<sup>t</sup> in a Plea of Debt to th<sup>e</sup> value of 1238<sup>th</sup> of tobaccoe; Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable ut Supra.

Sherrifes     The within Named Joseph Edmonds th<sup>e</sup> Plaintife is not to be  
retorne     found in my Bayliwick

Philip Bisse Plaintife versus Daniel Johnson Defend<sup>t</sup> in a Plea of trespassse upon th<sup>e</sup> case; Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut Supra Liber C

By virtue of this writt I have taken Daniel Johnson within written whose Bodie at th<sup>e</sup> Day and Place I have readie as th<sup>e</sup> writt me requireth. Sherrifes retorne  
Jonath. Marler Dep<sup>t</sup> Sherrife

Thomas Baker Plaintife versus Humphrey Warren as Attorney of Philip Bisse in a Plea of trespassse upon th<sup>e</sup> case; Dammages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable ut Supra

By virtue of this writt I have taken M<sup>r</sup> Humphry Warren Attorney of Philip Bisse whose bodie I have readie at th<sup>e</sup> Day and place as th<sup>e</sup> writt requireth Sherrifes retorne  
Jonath. Marler Dep<sup>t</sup> Sherrife

M<sup>r</sup> Joseph Harrison Complainant versus Clement Theobalds and Marie his wife Defend<sup>ts</sup> in a Case of equitie Dammages to th<sup>e</sup> value of [blank] Writt of Subpaena in Chancerie to th<sup>e</sup> Sherrife and Subpaena to Alexander Sympson & Izabella Dickenson to give evidence, Retornable on th<sup>e</sup> 9<sup>th</sup> of June 1668.

Daniel Johnson Plaintife versus Thomas Baker Defend<sup>t</sup> in a Plea of Trespasse upon th<sup>e</sup> Case; Damages to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife retornable ut Supra.

Executed Jonath. Marler Dep<sup>t</sup> Sherrife Sherrifes retorne

At a Court held in Charles Countie on th<sup>e</sup> Ninth Day of June [p. 268]  
Anno Dni 1668.

Justices } Present }	M <sup>r</sup> Henrie Adams	M <sup>r</sup> Zachariah Wade
	M <sup>r</sup> Francis Pope	M <sup>r</sup> Joseph Harrison
	M <sup>r</sup> James Lyndsey	

Charles Hey Servant of M<sup>r</sup> Benjamin Rozer was adjudged by the Court to be Sixteen yeares of age.

Nathaniel Barton presented a Serv<sup>t</sup> by th<sup>e</sup> Name of Thomas Tiblee to have his age adjudged by the Court who was adjudged to be Twentie yeares of age

M<sup>r</sup> Francis Pope in th<sup>e</sup> behalfe of Robert Hunley Presented a Servant by the name of Gregorie Sudberie to have his age adjudged and th<sup>e</sup> Court adjudged him to be Sixteen yeares of age.

M<sup>r</sup> Humphrey Warren Attorney } Daniel Johnson Defend<sup>t</sup>  
of Philip Bisse Plaintife }

The Plaintife and Defend<sup>t</sup> made their appearance the Plaintife by Attorney th<sup>e</sup> Defend<sup>t</sup> personallie and th<sup>e</sup> Plaintifes Attorney not being able to Produce th<sup>e</sup> Plaintifes Account in Court whereon th<sup>e</sup> Action was grounded It was ordered th<sup>t</sup> th<sup>e</sup> Plaintife should be Nonsuited

Liber C M<sup>dm</sup> Dan. Johnson Nonsuited M<sup>r</sup> Warren as attorney of Bisse by reason th<sup>t</sup> he was not able to produce in C<sup>rt</sup> th<sup>e</sup> said Bisses acco<sup>t</sup> Ordered therefore that Philip Bisse be Nonsuited and pay costs of suite.

M<sup>r</sup> Humphrey Warren as Attorney of Philip Bisse Defend<sup>t</sup> made his personall appearance at th<sup>e</sup> Suite of Thomas Baker Plaintife in a Plea of trespassse upon th<sup>e</sup> Case

Whereupon th<sup>e</sup> Plaintifes Declaracon was read in Court as followeth viz<sup>t</sup>

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie

And Whereupon th<sup>e</sup> said Thomas Complaineth ag<sup>t</sup> th<sup>e</sup> said Humphrey for th<sup>t</sup> th<sup>t</sup> is to say That th<sup>e</sup> said Humphrey is Attorney of Philip Bisse, & for th<sup>t</sup> th<sup>e</sup> said Philip at or upon th<sup>e</sup> 7<sup>th</sup> Day of Aprill 1668 forcible entrie did make into a tobaccoe house of th<sup>e</sup> Plaintifes and there did take and Carrie away a hogshhead of tobaccoe containing three hundred Seaventie eight pounds of tobaccoe pretending orders from Daniel Johnson to whom th<sup>e</sup> Plaintife was at th<sup>t</sup> time indebted in th<sup>e</sup> like quantitie but soe it is th<sup>t</sup> indeed th<sup>e</sup> said Philip could Shew noe order or Note from th<sup>e</sup> said Daniel for his receaving of th<sup>e</sup> same, but took away the same as aforesaid Notwithstanding the Plaintife forewarned him from doing th<sup>e</sup> same Whereupon he Saith he is th<sup>e</sup> worse for th<sup>e</sup> Summe of 1000<sup>lb</sup> of tobaccoe and thereupon brings his suite.

[p. 269]

The Defend<sup>t</sup> Craveth an Imparlance to th<sup>e</sup> next Court alleadging th<sup>t</sup> at present he hath not all his witnesses readie, & th<sup>e</sup> same was graunted

Thereupon th<sup>e</sup> Plaintife Subpaena<sup>d</sup> Daniel Johnson and Hugh Cavenagh in open Court and requested th<sup>t</sup> their Depositions might be presently taken

Daniel Johnson Sworne in open Court saith That he Denieth Positivelie That ever he gave order to th<sup>e</sup> said Philip Bisse to receive th<sup>e</sup> said sume of tobaccoe mentioned in th<sup>e</sup> Declaracon, of th<sup>e</sup> Plaintife & further saith not.

Hugh Cavenagh Between one and twentie and two and twentie yeares of age and Sworne in open Court Saith That M<sup>r</sup> Bisse came to M<sup>r</sup> Bakers about th<sup>e</sup> 17<sup>th</sup> of Aprill and demanded a hogshhead of tobaccoe in Daniel Johnsons name and th<sup>e</sup> said M<sup>r</sup> Baker asking him Whether he had a Note from th<sup>e</sup> said Daniel for th<sup>e</sup> same replied th<sup>t</sup> he had whereupon th<sup>e</sup> said Bisse weighed th<sup>e</sup> tobaccoe and Marked it, and afterwards M<sup>r</sup> Baker demanding of him th<sup>e</sup> note th<sup>t</sup> he had from th<sup>e</sup> said Daniel th<sup>e</sup> said Bisse replied he had noe orders but by word of mouth from th<sup>e</sup> said Daniel but he would Warrant th<sup>t</sup> Daniel Johnson should own what he had done And this Deponent further Saith That afterwards M<sup>r</sup> Bisse Coming to M<sup>r</sup> Bakers, and M<sup>r</sup> Baker desireing him to make an end between him and Daniel



Johnson because th<sup>e</sup> said Daniel denied he gave him anie order to receive th<sup>e</sup> tobaccoe, th<sup>e</sup> said Bisse presentlie Replied th<sup>t</sup> he would indemnifie him th<sup>e</sup> said Baker as to anie Dammage th<sup>t</sup> should acruce to him about th<sup>e</sup> said tobaccoe And th<sup>e</sup> Deponent Likewise further saith That th<sup>e</sup> said Bisse Coming afterwards to M<sup>r</sup> Bakers to receive th<sup>e</sup> said tobaccoe and Carrie it away th<sup>e</sup> said Baker forewarned him from doing th<sup>e</sup> same, but Notwithstanding th<sup>e</sup> same he Saith That th<sup>e</sup> said Bisse did beare away th<sup>e</sup> said tobaccoe secretlie in th<sup>e</sup> Night time, And this Deponent further saith not. Liber C  
[p. 270]

Know all Men by these Presents That I Verlinda Burdit of Charles Countie in th<sup>e</sup> Province of Marieland Sole Administratrix of all the Personall Estate of my deare husband M<sup>r</sup> Thomas Burdit Deceased for and in Considera<sup>o</sup>n of naturall Affection that I beare to my Deare Children Elizabeth Burdit, Francis Burdit, Parthenia Burdit, and Sarah Burdit Have before th<sup>e</sup> Marriage intended to be Consummated between me and M<sup>r</sup> Richard Boughton Given and Graunted, and doe by these Presents give and graunt unto my Beloved Brethren M<sup>r</sup> Samuel Eaton and M<sup>r</sup> Nathaniel Eaton in trust and for the use and behoofe of my said Children Elizabeth, Francis Parthenia, and Sarah all my Right title, and interest in th<sup>t</sup> part of my said Husbands personall estate as herein followeth That is to Say I Give unto my said Trustees for my said Children foure Cowes going by the Names of Tibb, Buck Gallant, and Starre Likewise I give unto them foure two yeare old Heifers known by the Names of Rose, Sweet-lips Primrose, and True Love and allsoe foure yeareling heifers Marked w<sup>th</sup> th<sup>e</sup> Proper Markes Recorded for Cattle belonging to my said Children; Allsoe I give and graunt to my said Trustees for th<sup>e</sup> use of my said Children as aforesaid three Mares known by the Names of Tibb, Doll and Joane To Have and to Hold th<sup>e</sup> said Cowes Heifers and Mares before mentioned together w<sup>th</sup> all and everie their increase male and female from th<sup>e</sup> time of th<sup>e</sup> Date of these Presents joyntlie and Severallie for th<sup>e</sup> use and behoofe aforesaid to them my said Trustees and their assignes in Manner as followeth That is to Say That my Intent and Meaning is That my said Trustees shall Deliver an equall portion or fourth part of th<sup>e</sup> said personall estate hereby Setled, to either or anie of my said Children Elizabeth Francis, Parthenia and Sarah soe soon as anie or either of them Shall come to full age or shall enter into th<sup>e</sup> estate of Marriage And Further I doe Covenant graunt and agree to and with my said Trustees That th<sup>e</sup> said Cowes, heifers, and Mares shall during th<sup>e</sup> Nonage or Maidenhead of my said Children be Remaining upon th<sup>t</sup> tract and parcell of Land Descended to them from my said Deare Husband and their Father M<sup>r</sup> Thomas Burdit Deceased aforesaid Containing one Thousand acres and Called Part of it Burdits Rest and other part Burdits neast And Likewise That they shall have power to make [p. 271]

Liber C Sale of anie of th<sup>e</sup> said Cowes heifers and Mares, or their or anie of their increase as in their Discretion they shall Judge Beneficiall or Advantageous for my said Children anie time or times before th<sup>e</sup> full age or Marriage of my said Children, and be accomptable to them or either of them for th<sup>e</sup> value of th<sup>e</sup> same at their Severall and Respective full age or Marriage as aforesaid And Lastlie I th<sup>e</sup> Said Verlinda Burdit doe hereby Covenant Graunt and agree to and w<sup>th</sup> my said Trustees and either of them That at th<sup>e</sup> full age of my said Child and Daughter Elizabeth they or either of them shall take Lawfullie and rightfullie out of th<sup>e</sup> Possession of my intended husband M<sup>r</sup> Richard Boughton aforesaid or out of th<sup>e</sup> Possessiō of anie other person whatsoever a Negar Man of my said Husbands personall estate soe Administred upon by me as aforesaid called Edward, & shall deliver th<sup>e</sup> said Negar to my said Daughter Elizabeth for her sole use And Likewise they or either of them Shall at th<sup>e</sup> full age of my said Daughter Francis, Lawfullie and Rightfullie take out of th<sup>e</sup> Possession of my said Intended husband or anie other person whatever one other Negar called Anne and shall make deliverie of her to my said Daughter Francis for her sole use In Witnes whereof I have hereunto set my hand and Seale this foure, and twentieth Day of June Anno Dni 1668

Signed Sealed, & Delivered

Verlinda Burdit

in th<sup>e</sup> Presence of us

Locus Sigilli ○

Gerrard Fowke

Richard Boughton

Memorandum That th<sup>e</sup> wordes (called Edward) were interlined in th<sup>e</sup> originall Conveyance before th<sup>e</sup> Signing, Sealing and Deliverie of th<sup>e</sup> same.

Daniel Johnson Plaintife made his personall appearance this Court to Prosecute th<sup>e</sup> Suite Commenced by him against Thomas Baker Defend<sup>t</sup> in a Plea of trespassse upon th<sup>e</sup> case.

[p. 272] Thomas Baker Defend<sup>t</sup> Came and made his personall appearance to Defend th<sup>e</sup> said Suite Comēced ag<sup>t</sup> him by th<sup>e</sup> said Daniel Johnson Plaintife as aforesaid

Whereupon the Plaintifes Declaracon was read in C<sup>rt</sup> as followeth viz<sup>t</sup>

To th<sup>e</sup> Wor<sup>ple</sup> the Commission<sup>rs</sup> of Charles Countie.

Daniel Johnson Plaintife                      Thomas Baker Defend<sup>t</sup>

In a Plea of Trespasse upon th<sup>e</sup> case.

And Whereupon th<sup>e</sup> said Daniel Complaineth against th<sup>e</sup> said Thomas For th<sup>t</sup> th<sup>t</sup> is to Say That whereas th<sup>e</sup> said Thomas did owe and became indebted unto th<sup>e</sup> said Daniel in th<sup>e</sup> Summe of 378<sup>th</sup> of tobaccoe as th<sup>e</sup> Plaintife can make particularly appeare he th<sup>e</sup> said Thomas did assume upon himselfe and faithfullie promise That he th<sup>e</sup> said Summe to th<sup>e</sup> said Daniel well and truelie would Satisfie and Pay when thereunto required Notwithstanding th<sup>e</sup> said Thomas

to th<sup>e</sup> said Daniel th<sup>e</sup> said Summe of 378<sup>lb</sup> of tobaccoe though th<sup>e</sup> same hath been frequentlie demanded of him hath not Satisfied or in anie Manner for th<sup>e</sup> same Contented and Paid unto th<sup>e</sup> s<sup>d</sup> Daniel But altogether doth refuse to doe th<sup>e</sup> same Whereupon th<sup>e</sup> said Daniel Saith he is Damnified, & is th<sup>e</sup> worse for 400<sup>lb</sup> of tobaccoe, & thereupon he brings his suite. Liber C

Whereupon th<sup>e</sup> said Thomas did Acknowledg a Judgm<sup>t</sup> to th<sup>e</sup> said Daniel for th<sup>e</sup> said Summe

Ordered Therefore That th<sup>e</sup> Defend<sup>t</sup> Pay unto th<sup>e</sup> Plaintife th<sup>e</sup> just quantitie of 378<sup>lb</sup> of tobaccoe together w<sup>th</sup> Costs of suite

Robert Sampson Plaintife made his Personall appearance this C<sup>rt</sup> to Prosecute th<sup>e</sup> Suite Commenced by him against William Thomas Defend<sup>t</sup> in a Plea of trespasse upon th<sup>e</sup> case.

William Thomas Defend<sup>t</sup> made his personall appearance to Defend th<sup>e</sup> said Suite Commenced against him by the said Robert Sampson as aforesaid.

Whereupon th<sup>e</sup> Plaintifes Declaracon was read in C<sup>rt</sup> as followeth viz<sup>t</sup>

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Co<sup>m</sup>ission<sup>rs</sup> of Charles Countie.

Robert Sampson Plaintife                      Will. Thomas Defend<sup>t</sup>

In a Plea of trespasse upon th<sup>e</sup> case.

Whereupon th<sup>e</sup> said Robert Complaineth ag<sup>t</sup> th<sup>e</sup> said William For th<sup>t</sup> th<sup>t</sup> is to Say That Whereas th<sup>e</sup> said Robert Sundrie and Severall times did at th<sup>e</sup> instance and request of th<sup>e</sup> said William Sell and Deliver to him 2 Caskes of Cyder for 800<sup>lb</sup> of tobaccoe, one caske of vinegar for 250<sup>lb</sup> of tobaccoe 70<sup>lb</sup> of Sugar at 5<sup>th</sup> of tobaccoe p<sup>o</sup> pound for 350<sup>lb</sup> of tobaccoe and two paire of Stockins for 100<sup>lb</sup> of tobaccoe all which said Severall Summes amounting in th<sup>e</sup> whole to 1500<sup>lb</sup> th<sup>e</sup> said William did assume upon himselfe and faithfullie promise That he th<sup>e</sup> said William th<sup>e</sup> same to th<sup>e</sup> said Robert well & truelie would Satisfie and Pay when thereunto required Notwithstanding th<sup>e</sup> said William the said Severall Summes amounting to 1500<sup>lb</sup> of tobaccoe aforesaid though often thereunto required hath not Satisfied or in anie wise for th<sup>e</sup> same Contented and Paid, but hath refused to doe th<sup>e</sup> same and doth still refuse to th<sup>e</sup> Dammage of th<sup>e</sup> said Robert and thereupon he brings his suite. [p. 273]

The Defend<sup>t</sup> hereupon Entered William Calvert Esq<sup>r</sup> his Attorney who Pleaded That the Plaintife accepted a Letter of Attorney tendered & delivered to him by the Defend<sup>t</sup>, endorsed w<sup>th</sup> firme Assignment of th<sup>e</sup> same, in Satisfacon of th<sup>e</sup> said 1500<sup>lb</sup> of tobaccoe specified in th<sup>e</sup> Declaracon, w<sup>ch</sup> Lett<sup>r</sup> of Attorney was made by one Henrie Walker to th<sup>e</sup> Defend<sup>t</sup> empowering him to sue for 1200<sup>lb</sup> of tobaccoe due from Owen Jones to th<sup>e</sup> said Henry, and was as followeth (viz<sup>t</sup>)

Liber C Know all men by these Presents That I Henrie Walker of th<sup>e</sup> Countie of Stafford in Virginia Planter doe hereby Constitute appoint and in my Name, place and stead Ordain and make my trustie and Loving freind William Thomas to be my true and Lawfull Attorney to aske require, Sue for, recover, and receive for me and to my use all Debts dues, & demands to me th<sup>e</sup> said Henrie Walker belonging or appertaining of and from anie person or persons in th<sup>e</sup> province of Maryland Giving and graunting to my said Attorney full power and authoritie to Sue implead, imprison, anie person or persons in th<sup>e</sup> said Province which are to me anie waies indebted and them againe upon Receipt of anie such Debt or Debts to release & discharge Ratifieing and allowing all and everie Lawfull Act and acts thing and thinges which my said Attorney shall doe or cause to be done in and about th<sup>e</sup> premises Hereby further denieing Revokeing, & utterly disallowing all former Attorneys or power from me deriving heretofore in Confirmacon whereof I have hereunto set my hand and Seale this 30<sup>th</sup> Day of December 1667, Annoꝝ Dni Regis Caroli secundi XIX<sup>o</sup>

Signum

Signed Sealed and delivered

Henry **HW** Walker

in th<sup>e</sup> presence of us

Sam. Hayward Cl. Cur. Staff.

William Wildman

Thomas Warren

+ his marke

[p. 274] Hereupon th<sup>e</sup> Defend<sup>t</sup> Requested th<sup>t</sup> Thomas Price and John Selbee Subpaena<sup>d</sup> in his behalfe might be Sworne, w<sup>ch</sup> was done accordinglie

Thomas Price aged 23 yeares and Sworne in open Court Saith That Robert Sampson came over to William Thomas his house, & th<sup>e</sup> said Robert and William being in discourse together th<sup>e</sup> said Robert was wishing th<sup>t</sup> he had some of his own drinke there whereupon they presently Concluded th<sup>t</sup> they would send for some over which they did accordinglie and to th<sup>e</sup> value of th<sup>e</sup> tobaccoe specified in th<sup>e</sup> declaracon And this Deponent further saith That th<sup>e</sup> said William Thomas told th<sup>e</sup> said Robert Sampson th<sup>t</sup> he would give him a Letter of Attorney which he had from one Henrie Walker to Sue Owen Jones for a debt of 1200<sup>th</sup> of tobaccoe to w<sup>ch</sup> th<sup>e</sup> said Robert Replied th<sup>t</sup> he thought th<sup>e</sup> said Letter of Attorney was Authentick enough, but this Deponent Saith th<sup>t</sup> he cannot depose th<sup>t</sup> he th<sup>e</sup> said Robert accepted of th<sup>e</sup> said Letter of Attorney in Satisfacon for th<sup>e</sup> said Debt, & further saith not

John Selbee aged 26 yeares and Sworne in open C<sup>t</sup> Saith all th<sup>e</sup> goods Menconed in th<sup>e</sup> declaracon were delivered by the Deponent to William Thomas by order from Robert Sampson and this Deponent Saith That th<sup>e</sup> said William Thomas in th<sup>e</sup> sight of him this Deponent did deliver a Letter of Attorney to Robert Samp-

son to Receave of Owen Jones 12 or 1300<sup>th</sup> of tobaccoe and th<sup>t</sup> the Liber C  
said Sampson demanded th<sup>e</sup> said tobaccoe but th<sup>e</sup> said Jones replied  
he owed nothing to th<sup>e</sup> said William Thomas and if he did owe  
him anie thing yet he durst not Pay him th<sup>e</sup> said Robert anie thing  
upon th<sup>t</sup> Letter of Attorney.

Likewise th<sup>e</sup> Defend<sup>t</sup> Produced in Court th<sup>e</sup> Depositions of one  
W<sup>m</sup> Wildman & one Henrie Walker taken in th<sup>e</sup> Court of Stafford  
Countie in Virginia and attested by the Clerke of th<sup>e</sup> same Court  
w<sup>ch</sup> were as followeth (viz<sup>t</sup>)

William Wildman aged about 32 yeares being Sworne and ex-  
amined Saith That he was Present when Robert Sampson Sold  
William Thomas two quarter Caskes of Syder and a quarter Caske  
of vinegar and further saith That th<sup>e</sup> said Robert Sampson accepted  
of a Letter of Attorney assigned to him from th<sup>e</sup> said Thomas, as  
Satisfacōn for th<sup>e</sup> same

Signum

Jura<sup>t</sup> in Curia

W<sup>m</sup> *W* Wildman

Teste Sam. Hayward Cl. Cur. Staff<sup>d</sup>

Henrie Walker Sworne and examined saith That your Deponent  
Sold unto William Thomas a Letter of Attorney for a Servant w<sup>ch</sup>  
was due to your Deponent and gave Owen Jones Power to Receave  
th<sup>e</sup> Servant in Marieland who Promised to Deliver th<sup>e</sup> said Servant  
in May 1666, but your Deponent hath not received th<sup>e</sup> serv<sup>t</sup> nor [p. 275]  
anie part or parcell of Satisfacōn from th<sup>t</sup> time till this Present houre

Signum

Jura<sup>t</sup> in Curia

Henrie *HM* Walker

Teste Sam. Hayward Cl. Cur. Stafford

Hereupon th<sup>e</sup> Plaintife retained and entered Henrie Neale his  
Attorney and after diverse pleadings on both sides th<sup>e</sup> Plaintifes  
Attorney and Defend<sup>ts</sup> Attorney did agree to Put th<sup>e</sup> busines to a  
Jurie, and accordingleie there issued a writt of venire facias to Sum-  
mon a Jurie of 12 honest men to trie th<sup>e</sup> issue depending between  
th<sup>e</sup> Plaintife and Defend<sup>t</sup> whose Names were as followeth (viz<sup>t</sup>)  
Alexander Sympson, John Wheeler Sam. Harris, John Boyden,  
Mathias Obryan, Nathan. Barton, James Macoy, Thomas Allanson,  
William Boyden Thomas Baker John Muns, Robert Cosleton all  
w<sup>ch</sup> being Sworne and sent forth, after serious Consideracōn and  
debate had about th<sup>e</sup> said Depositions and th<sup>e</sup> Pleadings and Alle-  
gacōns on either side returned a verdict for th<sup>e</sup> Defend<sup>t</sup>.

Hereupon th<sup>e</sup> Plaintife Craved an Appeale to th<sup>e</sup> Provinciaall Court  
w<sup>ch</sup> was graunted

Ordered Therefore That th<sup>e</sup> Plaintife have Libertie to transmit  
a Coppie of all proceedings entered by the Clerke of this Court con-  
cerning this Cause to th<sup>e</sup> Provinciaall Court.

Likewise ordered That th<sup>e</sup> verdict of th<sup>e</sup> Jurie shall Passe for  
th<sup>e</sup> Judgment of this Court & th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> goe without further  
Day in this Court for th<sup>t</sup> th<sup>e</sup> Plaintife had noe Cause of action

**Liber C** Robert Sampson Plaintife Came and made his Personall appearance this Court to Prosecute th<sup>e</sup> suite Commenced by him against William Thomas Defend<sup>t</sup> in a Plea of Detinue

William Thomas Defend<sup>t</sup> made his personall appearance to Defend th<sup>e</sup> said Suite Commenced against him by the said Robert Sampson as aforesaid

Whereupon th<sup>e</sup> Plaintifes Declaracon was read in C<sup>rt</sup> as followeth (viz<sup>t</sup>)

To th<sup>e</sup> Wor<sup>pl</sup>e th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> of Charles Countie.

Robert Sampson Plaintife                      William Thomas Def<sup>t</sup>

In a Plea of Detinue

Whereupon th<sup>e</sup> said Robert Complaineth ag<sup>t</sup> th<sup>e</sup> said William For th<sup>t</sup> th<sup>t</sup> is to Say That Whereas one Robert Humphreys became indebted unto th<sup>e</sup> said William in th<sup>e</sup> Summe of 2800<sup>th</sup> of tobaccoe for th<sup>e</sup> true Payment of w<sup>ch</sup> th<sup>e</sup> said Robert Humphreys gave Bill to th<sup>e</sup> said William; And Likewise Whereas [*Continued in next liber.*]

**Liber D** the said Robert th<sup>e</sup> Plaintife did for a valueable Consideracon all-  
[p. 1] readie Received by the said William Purchase of him th<sup>e</sup> said William all his right, title, and interest in th<sup>e</sup> said Bill passed to him for th<sup>e</sup> said 2800<sup>th</sup> of tobaccoe by th<sup>e</sup> said Robert Humphreys as aforesaid, & th<sup>e</sup> said William the Defend<sup>t</sup> did Likewise make firme Assignment of his title in th<sup>e</sup> said Bill by Writing signed sealed and Delivered by him unto th<sup>e</sup> said Robert in the Presence of Edmond Roberts and John Selbee; yet Notwithstanding his said Assignment he refuseth to Deliver th<sup>e</sup> said Bill to th<sup>e</sup> said Robert as of Right he ought to doe but hath detained th<sup>e</sup> same and doth still detaine th<sup>e</sup> same Whereupon he brings his Suite.

Hereupon the Defend<sup>t</sup> entered William Calvert Esq; his Attorney in this action allsoe who Pleaded th<sup>t</sup> Whereas It did appeare by expresse words in th<sup>e</sup> Declaracon th<sup>t</sup> th<sup>e</sup> Bill for w<sup>ch</sup> th<sup>e</sup> Plaintife sued was Delivered to th<sup>e</sup> Plaintife before Witnes he did Desire order of Nonsuite ag<sup>t</sup> th<sup>e</sup> Plaintife and th<sup>e</sup> Plaintifes Attorney Henrie Neale making noe Sufficent Replie to th<sup>e</sup> said Plea, as not specifeing whether th<sup>e</sup> Assignment in th<sup>e</sup> Declaracon Mentioned were endorsed on th<sup>e</sup> back of th<sup>e</sup> Bill, or were a distinct and severall writing and Instrument of itselfe It was Therefore Ordered That th<sup>e</sup> Plaintife be Nonsuited and Pay Costs of suite

Walter Peake of S<sup>t</sup> Maries Countie Plaintife versus Miles Chaffe and William Sturdivant Defend<sup>ts</sup> in a Plea of Debt to th<sup>e</sup> value of 795<sup>th</sup> of tobaccoe; Damages to th<sup>e</sup> value of [blank] Writt to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 11<sup>th</sup> Day of August 1668.

**Sherrifes**      The Bodie of Miles Chaffe within menconed I have readie as th<sup>e</sup>  
**retorne**      Writt requireth

The within Men<sup>c</sup>oned William Sturdivant is not to be found in my Bayliewick Liber D  
Sam. Cressey

Mr Joseph Harrison, and Stephen Montague as Administrat<sup>rs</sup> of th<sup>e</sup> estate of Richard Randall dec<sup>d</sup> Plfs versus Ignatius Causeen Defend<sup>t</sup> in a Plea of trespasse upon th<sup>e</sup> Case for th<sup>e</sup> Summe of 630<sup>th</sup> of tobaccoe

The within Men<sup>c</sup>oned Ignatius Causeen I have taken whose Bodie I hav<sup>e</sup> readie at th<sup>e</sup> time and Place as th<sup>e</sup> writt required Sherrifes  
retorne  
Ben. Rozer Sherrife

Walter Peake Plaintife versus Peter Bernard Defend<sup>t</sup> in a Plea of Debt for 540<sup>th</sup> of tobaccoe; Dam<sup>a</sup>ges to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable ut Supra

The within Named Peter Bernard is not to be found in my Bayliwick Sher.  
retorne  
Sam. Cressey Under Sherrife

Walter Peake Plaintife versus Jude Legaron Defend<sup>t</sup> in a Plea of debt for 1000<sup>th</sup> of tobaccoe; Dam<sup>a</sup>ges to th<sup>e</sup> value of [blank] Writt of Capias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> 11<sup>th</sup> Day of August 1668. [p. 2]

The within Men<sup>c</sup>oned Jude Legaron is not to be found in my Bayliwick Sher.  
retorne

At a Court held in Charles Countie on th<sup>e</sup> 11<sup>th</sup> Day of August Anno dni 1668.

Justices	Mr Thomas Mathewes }	Mr Zachary Wade }
present	Mr James Lyndsey }	Mr Francis Pope }

Colon. Gerrard Fowke being Desired to Set in Co<sup>m</sup>ission w<sup>th</sup> th<sup>e</sup> rest of his Lordships Justices for this Court did alleadge as an excuse for his not Sitting That he was noe Freeholder in this Province;

Richard Smoot Presented a Servant Named Walter Manwaren who is adjudged by the Court to be twentie yeares of age.

John Courts Presented a Servant Named Henrie Neale who was Adjudged to be Sixteen yeares of age.

Alexander Sympson Presented a Servant Named John Marden who was adjudged by the Court to be thirteen yeares of age.

Mr Humphrey Warren Jun<sup>r</sup> Presented a Servant Named Edward Tipton who was Adjudged to be eighteen yeares of age.

Walter Pake Plaintife Came and made his appearance this C<sup>rt</sup> to Prosecute th<sup>e</sup> Suite Co<sup>m</sup>enced by him ag<sup>t</sup> Miles Chaffe Defend<sup>t</sup> in a Plea of Debt to th<sup>e</sup> value of 795<sup>th</sup> of tobaccoe

Liber D Miles Chaffe Defend<sup>t</sup> made his Personall appearance to Defend th<sup>e</sup> Suite Comēced ag<sup>t</sup> him by th<sup>e</sup> said Walter Pake as afores<sup>d</sup>

The Plaintife entered William Price and th<sup>e</sup> Defend<sup>t</sup> entered George Thompson as their Attorneys in th<sup>e</sup> said suite

Whereupon th<sup>e</sup> Plaintifes Declaracon was read in C<sup>t</sup> to th<sup>e</sup> effect as followeth (vizt)

To th<sup>e</sup> Wor<sup>ple</sup> th<sup>e</sup> Commission<sup>rs</sup> of Charles Countie.

Walter Pake Plaintife Miles Chaffe Defend<sup>t</sup>

In a plea of Debt

And Whereupon th<sup>e</sup> Plaintife Complaineth ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> For th<sup>t</sup> th<sup>t</sup> is to Say That Whereas th<sup>e</sup> said Miles became indebted to th<sup>e</sup> said Walter in th<sup>e</sup> full and just quantitie of Seaven hundred Ninetie five pounds of tobaccoe for th<sup>e</sup> true Payment of w<sup>ch</sup> th<sup>e</sup> [p. 3] s<sup>d</sup> Miles gave Bill to th<sup>e</sup> said Walter Now soe it is th<sup>t</sup> th<sup>e</sup> said Miles being a Nonresident person, and having no settled estat or settled Place of abode in anie part of this Province th<sup>e</sup> said Walter humbly Craves th<sup>t</sup> this Wor<sup>ple</sup> Court Require th<sup>e</sup> said Miles to give him Sufficient Securitie for th<sup>e</sup> Payment of th<sup>e</sup> said Debt And &c.

Hereupon th<sup>e</sup> Defend<sup>ts</sup> Attorney entered his Plea that Secundum Actionem Nihil adhuc debet, & th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> is noe nonresident person because he had agreed for his Accomodacon this yeare within this Countie and hath undertaken Severall Employments whereby to enable him to Pay the aforesaid Debt

The Premises Considered th<sup>e</sup> Judgment of th<sup>e</sup> Court is th<sup>t</sup> th<sup>e</sup> Writt of Arrest not Specifieing anie Securitie th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> should give, but onlie th<sup>t</sup> he should be taken into th<sup>e</sup> Custodie of th<sup>e</sup> Sherrife upon a Plea of Debt when as yet th<sup>e</sup> said Debt was not due, nor Recoverable Therefore th<sup>e</sup> Defend<sup>t</sup> ought not to be Compelled to give Security for th<sup>e</sup> same

Whereupon William Price Attorney of Walter Pake th<sup>e</sup> Plaintife Craveth an Appeale to th<sup>e</sup> Provinciaall Court w<sup>ch</sup> is graunted

Ordered Therefore That th<sup>e</sup> Plaintife have Libertie to transmit a Coppie of th<sup>e</sup> Proceedings of th<sup>e</sup> Court in this Cause to th<sup>e</sup> Provinciaall Court attested under th<sup>e</sup> Clerkes hand.

M<sup>r</sup> Joseph Harrison & M<sup>r</sup> Stephen Montague Administrat<sup>rs</sup> of th<sup>e</sup> estate of Richard Randall Dec<sup>d</sup> Plaintifes came and made their appearance this C<sup>t</sup> to Prosecute th<sup>e</sup> Suite Comēced by them against Ignatius Causeen Defend<sup>t</sup> in a Plea of Trespasse upon th<sup>e</sup> Case.

Ignatius Causeen Defend<sup>t</sup> Came and made his Personall appearance this Court to Defend th<sup>e</sup> Suite Comēced ag<sup>t</sup> him by the said Admin<sup>rs</sup> as afores<sup>d</sup>.

Hereupon th<sup>e</sup> Plaintifes in their Declaracon Complaine ag<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> for th<sup>t</sup> th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> was indebted to th<sup>e</sup> said Richard



Randall in his Life time in th<sup>e</sup> quantitie of 630<sup>th</sup> of tobaccoe upon Acco<sup>t</sup> of Severall goods Delivered to th<sup>e</sup> Defend<sup>t</sup> by the said Richard now dec<sup>d</sup> And th<sup>e</sup> Plaintifes being Admin<sup>rs</sup> of th<sup>e</sup> said Richards estate have Demanded th<sup>e</sup> said tobaccoe of th<sup>e</sup> Defend<sup>t</sup> but are denyed Payment of th<sup>e</sup> same And Thereupon they bring their Suite. Liber D

Whereupon th<sup>e</sup> Defend<sup>t</sup> Entereth for his Plea That he Denyeth not to have had th<sup>e</sup> goods amounting to th<sup>e</sup> value abovesaid but alleadged th<sup>t</sup> he Receaved th<sup>e</sup> same in Satisfacōn of tobaccoe lent to th<sup>e</sup> said Richard in his Life time and to Prove th<sup>e</sup> same Producesth a Note under th<sup>e</sup> said Richard's hand, & thereupon th<sup>e</sup> Court dismissed th<sup>e</sup> Action w<sup>th</sup> th<sup>e</sup> Consent of th<sup>e</sup> Plaintifes

John Hobbs Cooper Entereth M<sup>r</sup> James Lyndsey gent<sup>r</sup> his Attorney w<sup>th</sup> full power to Act in anie busines belonging to him th<sup>e</sup> said Hobbs; or to Constitute anie other Attorney under him.

John Hutchinson Entereth this following Marke of his hogges and Cattell (vizt) Cropt on both Eares and a Slitte in th<sup>e</sup> Right, and overkeel'd in th<sup>e</sup> Left. [p. 4]

Jeremie Kennedie Entereth this following Marke of his hogges and Cattell (vizt) Two slitts in each eare and a hole in each eare.

At a Court held in Charles County on the eighth Day of September  
Anno Dni 1668

Justices	M <sup>r</sup> Henry Adams	M <sup>r</sup> Tho. Mathews
present	M <sup>r</sup> James Lyndsey	M <sup>r</sup> Zachariah Wade
	M <sup>r</sup> Francis Pope	

George Harris being Summoned before th<sup>e</sup> Court to Answer to what Should be Alleadged against him by one Joane Langford made his appearance, and th<sup>e</sup> said Joane accusing th<sup>e</sup> said George for begetting a Bastard Child on her Body, and for Nonperformance of his promise to Marry her, or set her free thereupon It was ordered That th<sup>e</sup> said George Harris should Remaine in th<sup>e</sup> Sherrefes Custody till he produced Sufficient Security by Bond to be passed to th<sup>e</sup> Sherrife for th<sup>e</sup> Payment of th<sup>e</sup> just quantity of Sixteen Thousand pounds of tobaccoe in Case th<sup>e</sup> said George should not keep and Save harmles th<sup>e</sup> County of Charles County from th<sup>e</sup> keeping & Maintaining a Bastard Child gotten by him th<sup>e</sup> said George on th<sup>e</sup> said Joane Langford as aforesaid, and further that th<sup>e</sup> said George should Satisfie th<sup>e</sup> quantity of Two hundred and fifty pounds of tobaccoe to th<sup>e</sup> Wife of John Cofer for tending on th<sup>e</sup> said Joane in her Laying in.

Be it Remembred That th<sup>e</sup> afores<sup>d</sup> George Acknowledged in Court his Desire to Pay and Satisfie th<sup>e</sup> quantity of five hundred pounds

**Liber D** of tobaccoe to th<sup>e</sup> R<sup>t</sup> Hon<sup>ble</sup> th<sup>e</sup> Lord Proprietary thereby to Acquit and set free th<sup>e</sup> said Joane from th<sup>e</sup> penalty of Whipping, & upon his said Acknowledgment It was ordered th<sup>t</sup> he should pay th<sup>e</sup> s<sup>d</sup> tobaccoe as aforesaid, & thereupon th<sup>e</sup> s<sup>d</sup> Joane to goe free from th<sup>e</sup> s<sup>d</sup> penalty

John Green Serv<sup>t</sup> of M<sup>r</sup> Benjamin Rozer being presented to th<sup>e</sup> Court was adjudged to be fourteen yeares of age

Hugh Phyllips Serv<sup>t</sup> of Colonel Gerrard Fowke being presented to th<sup>e</sup> Court was adjudged to be one and twenty yeares of age

Ordered th<sup>t</sup> Joseph Cooper keep th<sup>e</sup> Child of Arthur Turner late deceased called Anne Turner Notwithstanding th<sup>e</sup> s<sup>d</sup> Child was formerly ordered to M<sup>r</sup> William Marshall, and th<sup>t</sup> th<sup>e</sup> said Joseph be allowed th<sup>e</sup> just quantity of one Thousand pounds of tobaccoe in Consideration of his keeping th<sup>e</sup> s<sup>d</sup> Child untill November Court next ensueing and afterwards if the Court shall not find another to keep th<sup>e</sup> said Child th<sup>e</sup> said Joseph shall be allowed eight hundred pounds of tobaccoe p<sup>a</sup> annum for keeping th<sup>e</sup> same

Elizabeth Love Daughter of William Love was borne th<sup>e</sup> Last Day of May Anno Dni 1668

The said William Love Entereth th<sup>e</sup> Marke of his hogges and Cattell as followeth viz<sup>t</sup>, The Right eare Slitt and underkeel<sup>d</sup> & th<sup>e</sup> Left eare holed and overkeeled

[p. 5] Henry Wells Entereth th<sup>e</sup> Marke of his hogges and Cattell as followeth viz<sup>t</sup> A Croppe and one Slitt in th<sup>e</sup> Right eare, & an overkeel on th<sup>e</sup> Left

Joseph Cooper Entereth th<sup>e</sup> Marke of his hogges and Cattell as followeth (viz<sup>t</sup>) Swallow forked on th<sup>e</sup> Right eare and two Nicks on th<sup>e</sup> Left

Mary Cooper Daughter of th<sup>e</sup> said Joseph Cooper Entereth th<sup>e</sup> Marke of her hogges and Cattell as followeth (viz<sup>t</sup>) Swallow forked on th<sup>e</sup> right eare, and two Nicks under th<sup>e</sup> Left eare, and one Nick upon th<sup>e</sup> uper side of th<sup>e</sup> said eare

William Jenkins Entereth th<sup>e</sup> Marke of his hogges and Cattell as followeth (viz<sup>t</sup>) A Flower of Deluce in each eare

William Graunt Plaintife versus Col. Gerrard Fowke Defend<sup>t</sup> in a Plea of Debt for three Barrells of Corne and his freedome Cloaths Writt of Summons to th<sup>e</sup> Sherrife Retornable th<sup>e</sup> first Day of th<sup>e</sup> Following C<sup>t</sup>

**Retorne** The Within Mentioned Col. Gerrard Fowke I have Summoned as th<sup>e</sup> Writt required Sam. Cressey Undersherife.

Hugh Cavanaugh Plaintife versus Thomas Baker Defend<sup>t</sup> in a Plea of trespassse upon th<sup>e</sup> Case Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife Retornable th<sup>e</sup> first Day of th<sup>e</sup> Next Court

Liber D

The Within Men<sup>c</sup>oned Thomas Baker I have taken, whose Bodie I have ready at th<sup>e</sup> Day and place in th<sup>e</sup> writt required

Retorne

Sam. Cressey

Thomas Mountfort of London Plaintife versus Henry Moore Defend<sup>t</sup> in a Plea of trespassse upon th<sup>e</sup> Case to th<sup>e</sup> value of two thousand two hundred, and tenne pounds of tobaccoe Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> first Day of th<sup>e</sup> next Court

Compounded before Called Sam. Cressey

Retorne

Richard Perry Plaintife versus Richard Newell Defend<sup>t</sup> in a Plea of Debt to th<sup>e</sup> value of three hundred and twenty pounds of tobaccoe Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> first Day of November C<sup>rt</sup>

Compounded Sam: Cressey

Retorne

Richard Perry Plaintife versus Richard Newell Defend<sup>t</sup> in a Plea of Debt to th<sup>e</sup> value of foure hundred fifty Nine pounds of tobaccoe Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> first Day of th<sup>e</sup> Next Court

Compounded Sam. Cressey

Retorne

John Munne Plaintife versus William Thomas Defend<sup>t</sup> in a plea of trespassse upon th<sup>e</sup> Case to th<sup>e</sup> value of foure hundred pounds of tobaccoe Dammages to th<sup>e</sup> value of [*blank*] Writt of Capias to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> first Day of Novemb<sup>r</sup> C<sup>rt</sup>

Compounded after th<sup>e</sup> arrest Sam. Cressey

Retorne

Edward Richardson of London Plaintife versus Henry Moore Defend<sup>t</sup> in a plea of Debt to th<sup>e</sup> value of 890<sup>th</sup> of tobaccoe; Dammages to th<sup>e</sup> value of [*blank*] Writt to th<sup>e</sup> Sherrife Retornable on th<sup>e</sup> first Day of th<sup>e</sup> next Court

Compounded Sam Cressey

Retorne

Ralph Coates versus William Denbye in a plea of Slaunder & Defamation Damages to th<sup>e</sup> value of [*blank*] Writt to th<sup>e</sup> Sherrife retornable on th<sup>e</sup> first Day of th<sup>e</sup> next C<sup>rt</sup>.

The Within menconed William Denbye I cannot find in my Bayliwick

Retorne

Sam: Cressey

Liber D      M<sup>r</sup> James Lyndsey Plaintife versus John Millar Defend<sup>t</sup> in a  
 [p. 6]      plea of Debt to th<sup>e</sup> value of Two hundred & fourty pounds of  
              tobaccoe Writt of Capias to th<sup>e</sup> Sherrife retornable th<sup>e</sup> next C<sup>t</sup>  
 Retorne      Compounded   Sam. Cressey

At a Court held in Charles County on th<sup>e</sup> 10<sup>th</sup> Day of November  
 Anno Dni 1668.

Justices	M <sup>r</sup> Henry Adams	M <sup>r</sup> Tho. Mathews
present	M <sup>r</sup> Joseph Harrison	M <sup>r</sup> Hum. Warren

Col. Gerrard Fowke & William Graunt Compounded th<sup>e</sup> difference Between them Sitting th<sup>e</sup> C<sup>t</sup>.

Whereas th<sup>e</sup> Sherrife did this C<sup>t</sup> according to Act of Assembly Impanell a Grand Jury to enquire, & make Returne of all offences and Misdemeaners ag<sup>t</sup> any of th<sup>e</sup> good Lawes of this Province, and especially ag<sup>t</sup> th<sup>e</sup> Act ag<sup>t</sup> Hogstealers, & th<sup>e</sup> severall Constables hereafter mentioned viz<sup>t</sup> Thomas Hussey Owen Jones, Jo. Newton, William Barton Jun<sup>r</sup> Gilbert Corner, William Boyden, Francis Thornton, and Alexander White were not present to Make their presentments to th<sup>e</sup> C<sup>t</sup> and Grand Jury impanel<sup>d</sup> afores<sup>d</sup> as by act of Assembly they are required Therefore it is ordered th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Constables, and every of them be amerced according as in th<sup>e</sup> s<sup>d</sup> Act ag<sup>t</sup> Hogstealers is appointed

Ordered th<sup>t</sup> Jo. Bowles, Jo. Douglas, Robert Hunley and Henry Frankam Summoned by the Sherrife to fill th<sup>e</sup> grand Jury and not appearing be allsoe amerced according to th<sup>e</sup> s<sup>d</sup> act ag<sup>t</sup> Hogstealers

Whereas Rob<sup>t</sup> Cosleton Petitioned th<sup>e</sup> C<sup>t</sup> for a writt of attachment ag<sup>t</sup> th<sup>e</sup> estate of Joseph Edmonds in this Province, th<sup>e</sup> s<sup>d</sup> Edmonds absenting himselfe out of th<sup>e</sup> province and being indebted to th<sup>e</sup> s<sup>d</sup> Cosleton in th<sup>e</sup> quantity of 238<sup>lb</sup> of tobaccoe It is ordered th<sup>t</sup> Attachment issue out accordingly to th<sup>e</sup> value of th<sup>e</sup> s<sup>d</sup> Debt

Ordered th<sup>t</sup> Hugh Cavanaugh not appearing in th<sup>e</sup> suite by him Commenced ag<sup>t</sup> Tho. Baker shall be Nonsuited

Ordered th<sup>t</sup> Susannah Taylor be allowed th<sup>e</sup> quantity of one Thousand Sixe hundred pounds of tobaccoe for keeping th<sup>e</sup> youngest Child of Arthur Turner late deceased finding th<sup>e</sup> s<sup>d</sup> Child Convenient Cloathing Diet and other Necessaries this following yeare

Nathan Barton Entereth his Marke of hogges and Cattell as followeth (viz<sup>t</sup>) A Swallow forke on both eares overkeeld on th<sup>e</sup> Left eare, & a Nick in th<sup>e</sup> Right eare

William Barton th<sup>e</sup> Sonne of Nathan Barton Entereth his Marke Liber D  
for hogges and Cattell as followeth (viz<sup>t</sup>) Swallow forked on th<sup>e</sup>  
right eare; Cropt and Square in th<sup>e</sup> Left

Jo. Parker entereth his Marke for hogges and Cattell as fol-  
loweth (viz<sup>t</sup>) overkeel<sup>d</sup> on both eares, holed on both eares and two  
slits on each eare

William Parker Sonne of th<sup>e</sup> s<sup>d</sup> Jo. Parker Entereth th<sup>e</sup> Marke  
of his hogges and Cattell as followeth (viz<sup>t</sup>) The forme of a T in  
each eare.

Henry Hawkins Acknowledged this Present Conveyance of Land [p. 7]  
unto Nathan Barton at th<sup>e</sup> C<sup>t</sup> held in th<sup>e</sup> County of Charles County  
in March 1667

This Indenture Made th<sup>e</sup> Sixth Day of March Anno 1667, Between  
Henry Hawkins of Charles County in th<sup>e</sup> Province of Maryland  
planter of th<sup>e</sup> one part & Nathan Barton of th<sup>e</sup> s<sup>d</sup> County Planter  
on th<sup>e</sup> other part Witnesseth th<sup>t</sup> th<sup>e</sup> said Henry Hawkins as well  
for and in Consideration of th<sup>e</sup> quantity of two thousand pounds  
of tobaccoe & a Mare in hand paid before th<sup>e</sup> Ensealing, and delivery  
hereof by th<sup>e</sup> s<sup>d</sup> Nathan Barton whereof and wherewith th<sup>e</sup> s<sup>d</sup> Henry  
Hawkins doth acknowledge himselfe Satisfied, Contented, and paid  
and thereof and of every part and parcell thereof doth acquitt, and  
Discharge th<sup>e</sup> s<sup>d</sup> Nathan Barton his heires Executors and Ad-  
ministrators, and every of them by these presents as allsoe for  
diverse other good Causes and Considerations him Hereunto Mov-  
ing Have graunted Bargained Sold, Assigned, Set over and Con-  
firmed, and by these presents doth fully, Clearly, and absolutely  
Graunt Bargain sell assigne, set over, and Confirme unto th<sup>e</sup> s<sup>d</sup>  
Nathan Barton his heires Executors Administrators and assignes  
three hundred acres of Land Scituate, lyeing and being in Charles  
County aforementioned Lyeing on th<sup>e</sup> North side of Patomack  
River and on th<sup>e</sup> West side of th<sup>e</sup> Maine fresh of Wiccocomico  
river next adjoyning to th<sup>e</sup> Land formerly Laid out to John Clerke  
of this Province gen<sup>t</sup> beginning at a Marked oake in th<sup>e</sup> s<sup>d</sup> Jo.  
Clerkes Line Running east and by North for breadth one hundred  
and fifty perches to a Marked oake by a Hill side Bounding on th<sup>e</sup>  
east by a line drawn North and by west from th<sup>e</sup> said oake for th<sup>e</sup>  
Length three hundred and twenty perches to a Marked oake on th<sup>e</sup>  
North by a line drawn west and by south from th<sup>e</sup> s<sup>d</sup> oake for  
breadth a hundred and fifty perches to a Marked oake on th<sup>e</sup> West  
by a Line drawn South and by east from th<sup>e</sup> s<sup>d</sup> Oake unto th<sup>e</sup>  
first Marked oake on th<sup>e</sup> South by the east and by North Line  
Containing by estimation three hundred acres more or lesse now in  
th<sup>e</sup> tenour, or Occupation of him th<sup>e</sup> said Henry Hawkins and Lately  
in th<sup>e</sup> tenour or Occupation of Francis Wine, and Lately in th<sup>e</sup>  
tenour or occupation of Daniel Johnson, & Richard Morrice of th<sup>e</sup>  
same County All and Singular th<sup>e</sup> s<sup>d</sup> parcell of land together with  
all and singular th<sup>e</sup> houses Buildings, Structures, or edifices what-

Liber D soever thereunto Belonging or appertaining together w<sup>th</sup> all th<sup>e</sup> Orchards gardens pastures feedings Commons, Common of Pasture, range for hogges, woods, underwoods Water water Courses Fishings Fowlings waies Easements, proffits Commodities and hereditaments whatsoever unto th<sup>e</sup> s<sup>d</sup> parcell of land belonging or in any Manner of way appertaining To Have and to Hold th<sup>e</sup> said parcell of Land and all and Singular th<sup>e</sup> premises aforementioned to be hereby Bargained and Sold with th<sup>e</sup> appurtenances, and every part and parcell thereof whatever before Named or Recited unto th<sup>e</sup> said Nathan Barton & his heires executors administrators and assignes for ever; And th<sup>e</sup> said Henry Hawkins for himselfe his heires Executors and Administrators Doth Covenant graunt and agree to and with th<sup>e</sup> said Nathan Barton his Executors Administrators and assignes and every of them by these presents That th<sup>e</sup> said Nathan Barton his Executors Administrators and assignes Shall and may Lawfully peaceably and quietly have, hold, occupie possesse and enjoy all and Singular th<sup>e</sup> premises before by these presents bargained and sold and every part and parcell thereof with every th<sup>e</sup> rights Members and appurtenances without th<sup>e</sup> lawfull Lett, suite, trouble Eviction expulsion interruption or demand of or by the said Hawkins or of or by his heires Executors and Administrators or any or either of them or of or by any other person or persons Lawfully Claiming from by or under them or any of them or their or any of their uses or by from, or under their or any of their title estate Meanes or procurements as allsoe acquitted or discharged or within Convenient time after Reasonable request made well and Sufficiently Saved, & kept harmeles of and from all and all manner of former & other Bargaines Sales estates former Leases, titles Dowers rights or titles of Dowers Joyntures Vests entailes Wills rent Charges Rent Services arrearages of Rents Statutes recognizances Judgments execucons titles troubles Charges, and Demand whatsoever had made, done, Committed or wittingly or Willingly Suffered by the said Hawkins his heires or Assignes or any of their, or of or by any other person or persons whatsoever Lawfully Claiming by from or under them or any of them or to their or any of their uses or by their or any of their titles estates Meanes or procurements And th<sup>e</sup> said Henry Hawkins for himselfe his heires Executors and Administrators all and Singular th<sup>e</sup> before bargained premises with their appurtenances & every part and parcell thereof unto th<sup>e</sup> said Nathan Barton his heires Executors Administrators and assignes to th<sup>e</sup> intent & Meaning aforesaid Shall and will Warrant and for ever Defend by these presents th<sup>e</sup> Rents and Services which from hence forth from time to time for and in Respect of th<sup>e</sup> aforementioned premises hereby Sold which shall grow due and payable to th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> fee or fees thereof for and in respect of his or their Seigniorie or Seigniories only excepted and foreprized In Witnes whereof th<sup>e</sup> parties first

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above Named to these present Indentures have interchangeably Set Liber D  
 their hands and seales th<sup>e</sup> Day & yeare first above written

Signed Sealed and Delivered together Henry Hawkins ○

w<sup>th</sup> possession by Livery and Seisin Nathan Barton ○

by Turfe and Twigge in p<sup>s</sup>ence of

William Barton Jun<sup>r</sup>

John Walters

his

John **12** Smyth

Marke

John Lambert Acknowledged this present Conveyance of Land [p. 9]  
 to John Godshall at th<sup>e</sup> Court held in th<sup>e</sup> County of Charles County  
 in March Anno Dni 1667

This Indenture Made th<sup>e</sup> tenth Day of March Anno 1667 Between  
 John Lambert of Charles County in th<sup>e</sup> province of Maryland  
 Planter of th<sup>e</sup> one part and John Godshall of th<sup>e</sup> said province  
 and County of th<sup>e</sup> other part planter Witnesseth That th<sup>e</sup> s<sup>d</sup> John  
 Lambert as well for and in Consideration of a Servant Named  
 Thomas Porch in hand paid before th<sup>e</sup> ensealing and Delivery hereof  
 by the said John Godshall whereof and wherewith th<sup>e</sup> said John  
 Lambert doth Acknowledge himsele Satisfied Contented, and paid  
 and thereof Doth Acquitt and discharge th<sup>e</sup> said John Godshall his  
 heires executors, and Administrators, and every of them by these  
 presents as allsoe for diverse good Causes and Considerations him  
 thereunto Moving Have graunted Bargained enfeofed Sold As-  
 signed Set over and Confirmed unto th<sup>e</sup> said John Godshall his  
 heires Executors Administrators and Assignes all th<sup>t</sup> parcell of Land  
 Called by the Name of hogge Quarter Scituate Lyeing and being  
 in Charles County and on th<sup>e</sup> east Side of th<sup>e</sup> fresh of Avon River  
 formerly Called Nangemy Creeke adjoyning to Poynton Manner  
 Beginning at a Bounded oake, and bounding on th<sup>e</sup> East with a  
 Line drawne North Northwest from th<sup>e</sup> said oake for th<sup>e</sup> Length  
 of three hundred and twenty perches to a Bounded oake on th<sup>e</sup>  
 West with a Line drawn South Southeast from th<sup>e</sup> end of th<sup>e</sup>  
 former Line to a Bounded Gumme th<sup>t</sup> standeth in th<sup>e</sup> Exterior Line  
 of Poynton Manner on th<sup>e</sup> South with th<sup>e</sup> s<sup>d</sup> Mannor Containing  
 and now laid out for one hundred acres more or Lesse as it ap-  
 peareth by pattent to th<sup>e</sup> said John Lambert Bearing Date th<sup>e</sup>  
 29<sup>th</sup> Day of July in th<sup>e</sup> three and thirtieth yeare of our Dominion  
 of our said province of Maryland Annoq; Dni 1664, and now in  
 th<sup>e</sup> possession of th<sup>e</sup> abovesaid John Godshall all and Singular  
 which said parcell of Land together w<sup>th</sup> all and Singular houses  
 Buildings Structures & edifices whatsoever thereunto Belonging or  
 appertaining together with all th<sup>e</sup> orchards gardens, pastures, feed-  
 ings Commons Common of Pasture, ranges for hogges Woods  
 underwoods Waters Water Courses fishings fowlings Wayes Ease-  
 ments proffits Commodities, hereditam<sup>ts</sup> whatsoever unto th<sup>e</sup> said

Liber D Land belonging or in any Manner of way appertaining To Have and to hold th<sup>e</sup> s<sup>d</sup> parcell of Land and all and Singular th<sup>e</sup> premises before Mentioned to be hereby bargained and sold with th<sup>e</sup> appurtenances thereto belonging and every part and parcell thereof whatsoever before Named, or recited unto th<sup>e</sup> s<sup>d</sup> John Godshall his heires Executors Administrators and Assignes for ever yeilding or paying therefore yearly to th<sup>e</sup> R<sup>t</sup> Hon<sup>ble</sup> th<sup>e</sup> Lord Proprieter<sup>ie</sup> of this province th<sup>e</sup> Rents Due for th<sup>e</sup> said Land at th<sup>e</sup> feast of th<sup>e</sup> Nativity of our Blessed Lord and Saviour Jesus Christ if th<sup>e</sup> same be Lawfully Demanded and th<sup>e</sup> said John Lambert for himselfe his heires Executors and Admin<sup>rs</sup> Doe Covenant and agree to and with th<sup>e</sup> said John Godshall his heires Executors Administrators, and

[p. 10] Assignes Shall and May peaceably and quietly Have, hold use occupie Possesse and enjoy all and Singular th<sup>e</sup> premises Bargained and sold and every part and parcell thereof with every th<sup>e</sup> rights Members and appurtenances without th<sup>e</sup> Lawfull Lett, suite trouble eviction, exquisation, Interruption or Demand of or by th<sup>e</sup> said John Lambert or of or by his heires Executors and Administrators or any other or either of them or of or by any other person or persons Lawfully Claiming from by or under them or any of them or to their or any of their uses or by from or under their or any of their titles estates Meanes or procurements as allsoe acquitt and Discharge or within Convenient time after reasonable request made well and Sufficiently saved and kept harmles of and from all Manner of former Bargaines sales Estates former Leases Titles Dowers rights of Dowers, or titles, or Joyntures uses entailles, Wills, rent Charges rent Services arrearages of rents Statutes recognizances Judgments Execucons, titles, troubles, Charges and demands whatsoever had Made done Committed or wittingly or Willingly Suffered by the said Jo. Lambert his heires or assignes or any of them or of or by any other person or persons whatsoever Lawfully Claiming by from or under them or any of them or to their or any of their uses or by their or any of their titles, estates meanes or procurement and th<sup>e</sup> s<sup>d</sup> Jo. Lambert for himselfe his heires Executors and Administrators all and Singular th<sup>e</sup> premises before Bargained and Sold with their appurtenances and every part and parcell thereof unto th<sup>e</sup> s<sup>d</sup> Jo. Godshall his heires Executors Administrators and assignes to th<sup>e</sup> intent and Meaning afores<sup>d</sup> shall and will Warrant and for ever Defend by these presents In Witnes whereof th<sup>e</sup> parties first Mentioned or Named to these present Indentures have interchangeably Set their hands and Seales th<sup>e</sup> Day and yeare above written

Signum

Signed Sealed and Delivered

John  Lambert

in th<sup>e</sup> presence of us

her

Owen Jones

Eleanor  Lambert

his

Marke

Richard  Joyod

Marke



George Harris Acknowledged this present Conveyance of land to Robert Robbins at th<sup>e</sup> C<sup>t</sup> held in th<sup>e</sup> County of Charles County in March Anno Dni 1667 Liber D

This Indenture made th<sup>e</sup> Thirty Day of January Anno Dni 1667, Between George Harris of Charles County in th<sup>e</sup> province of Maryland planter on th<sup>e</sup> one part and Robert Robbins of th<sup>e</sup> said province and County allsoe planter of th<sup>e</sup> other part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> George Harris for and in Consideration of th<sup>e</sup> Summe of five Thousand Sixe hundred pounds of tobaccoe and Caske, three thousands three hundred pounds of tobaccoe and Caske to him in hand paid th<sup>e</sup> rest being two thousands three hundreds pounds of tobaccoe & Caske by Bill due to be paid Anno Dni one Thousand Sixe hundred Sixty and Nine to th<sup>e</sup> s<sup>d</sup> George Harris th<sup>e</sup> Receipt whereof th<sup>e</sup> said George Harris doth hereby acknowledge before th<sup>e</sup> ensealing of these presents to be therew<sup>th</sup> fully satisfied Contented and paid and therefrom and of and from every part and parcell thereof doth Acquitt and discharge th<sup>e</sup> s<sup>d</sup> Robert Robbins his heires Executors and Administrators by these presents hath Bargained sold aliened, enfeofed assigned and set over And by these presents doth fully freely and absolutely Bargaine Sell alien enfeoffe Assigne and Set over unto th<sup>e</sup> s<sup>d</sup> Robert Robbins his heires Executors Admin<sup>rs</sup> and Assignes for ever all th<sup>t</sup> parcell of Land lyeing Scituate and being on th<sup>e</sup> North side of Patomack River and on th<sup>e</sup> east side of th<sup>e</sup> eastermost Branch of a Creek in th<sup>e</sup> said River formerly Called Nangemy Creek but Now Avon River Containing one hundred and fifty acres butted and Bounded on a Mapple tree on th<sup>e</sup> east for length one hundred and Sixty pearches running north to a Marked Pokikory Tree from th<sup>e</sup> s<sup>d</sup> Pokikory tree from breadth one hundred and fifty pearches running West to a Marked white oake from th<sup>e</sup> s<sup>d</sup> oake running South for Length one hundred and Sixty pearches to a Marked Poplar by a Runne side from th<sup>e</sup> said poplar running East for breadth one hundred and fifty pearches to th<sup>e</sup> s<sup>d</sup> Maple Containing and now Laid out for one hundred and fiftie acres more or Lesse and being part of a Dividend called Lyndsey th<sup>t</sup> th<sup>e</sup> said Harris purchased of Edward Deane the said Land being formerly taken up by James Lyndsey th<sup>e</sup> pattent bearing date th<sup>e</sup> Second Day of September in th<sup>e</sup> twentie Seaventh yeare of his Lordships Dominion over th<sup>e</sup> said province Anno Dni 1659 and now in th<sup>e</sup> possession of th<sup>e</sup> said Robert Robbins all and Singular which said parcell of Land together with all and Singular rights Members Jurisdictions and appurtenances and allsoe all houses edifices buildings gardens orchards yards, Backsides Easements tenements Meadowes Pastures, feedings, waies watercourses proffits Commodities, & appurtenances whatsoever to th<sup>e</sup> said Land belonging or in any waies appertaining with all th<sup>e</sup> estate right, title, interest use property, reversion, Claime or demand whatsoever of him th<sup>e</sup> s<sup>d</sup> George Harris, of, or to th<sup>e</sup> same Together with all Deeds writeings [p. 11]

Liber D Manuscripts or evidences whatsoever touching or in any wise Concerning th<sup>e</sup> s<sup>d</sup> premises or any part and parcell thereof To Have and to hold th<sup>e</sup> said parcell of Land and Singular th<sup>e</sup> premises with their appurtenances before Bargained and Sold unto th<sup>e</sup> s<sup>d</sup> Robert Robbins his heires Executors Admin<sup>rs</sup> and Assignes for ever And th<sup>e</sup> s<sup>d</sup> George Harris for himselfe his heires executors, & Admin<sup>rs</sup> doth Covenant promise, and graunt to and with th<sup>e</sup> s<sup>d</sup> Robert Robbins his heires Executors Admin<sup>rs</sup> and assignes That he th<sup>e</sup> s<sup>d</sup> George Harris now is Lawfully possessed of a just and Due title and Claime in Law of and in th<sup>e</sup> before Bargained premises [p. 12] and hath full and Absolute power to Bargaine, Sell and aseure th<sup>e</sup> same and th<sup>t</sup> th<sup>e</sup> Premises now are and for ever hereafter shall be and Continue free and Cleare and freely and Clearly acquitted exonerated and Discharged of and from all and Singular former and other Bargaines sales gifts graunts Leases rents, arrearages of rents rent Charges Mortgages Joyntures Dowers, rights and titles of Dowers Claimes Demands, & incumbrances by him them or any of them formerly had done, or Committed or to be had or Comitted And th<sup>e</sup> said George Harris for himselfe his heires Executors and Administrators the afores<sup>d</sup> Land and Singular other th<sup>e</sup> premises before Bargained and Sold with their appurtenances unto th<sup>e</sup> said Robert Robbins his heires and assignes for ever ag<sup>t</sup> th<sup>e</sup> said George Harris his heires and assignes, and all persons whatsoever Lawfully Claiming from by or under him them or any of them and against all persons whatsoever Shall and will Warrant and for ever Defend by these presents And th<sup>e</sup> said George Harris for himselfe heires Executors and Administrators doth Covenant and agree to and with th<sup>e</sup> said Robert Robbins his heires Executors Admin<sup>rs</sup> and Assignes by these presents That th<sup>e</sup> said Robert Robbins his heires Executors Admin<sup>rs</sup> and Assignes and every of them shall and may by force and virtue of these presents from time to time and at all times hereafter for ever Lawfully peaceably and quietly have hold use occupy possesse and enjoy th<sup>e</sup> said Land and all and Singular other th<sup>e</sup> premises before graunted w<sup>th</sup> their and every of their rights Members and appurtenances and have receave and take th<sup>e</sup> rents issues and proffits thereof to his and their own proper use and behoofe without any Manner of Lett trouble eviction, or Interruption of him th<sup>e</sup> said George Harris his heires Executors Admin<sup>rs</sup> or assignes or any of them or of or by any other person or persons whatsoever, th<sup>e</sup> Rents and Services which from henceforth from time to time for and in respect of th<sup>e</sup> premises hereby Sold shall grow due and payable to th<sup>e</sup> Cheife Lord, or Lords of th<sup>e</sup> fee, or fees for or in respect of his or their Seigniory or Seigniories only excepted and foreprized Provided th<sup>e</sup> said Summe of tobaccoe be paid unto th<sup>e</sup> said George Harris his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes at th<sup>e</sup> time before expressed, or else upon Default or Nonpayment by the s<sup>d</sup> Rob<sup>t</sup> Robbins his heires Execut<sup>rs</sup> Admin<sup>rs</sup>

or Assignes of th<sup>e</sup> Same or any part or parcell thereof the afores<sup>d</sup> Land w<sup>th</sup> all and Singular its rights, Members, Jurisdictions and appurtenances shall Returne unto th<sup>e</sup> proper use and behoofe of th<sup>e</sup> s<sup>d</sup> George Harris his heires Executors Admin<sup>rs</sup> and assignes and this present Indenture to be voyd and of none effect And th<sup>e</sup> said George Harris his heires Executors Admin<sup>rs</sup> and assignes Shall and will at any time within Seaven yeares next following upon th<sup>e</sup> request and at th<sup>e</sup> Cost and Charge in th<sup>e</sup> Lawe of th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Robbins his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes Make and Deliver such further Assurance, and Assurances for th<sup>e</sup> s<sup>d</sup> premises as he th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Robbins his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes or any of them or his, their, or any of their Councel Learned in th<sup>e</sup> Lawe Shall him th<sup>e</sup> said George Harris his heires Executors Administrators or any of them thereto Require In Witnes whereof th<sup>e</sup> parties afores<sup>d</sup> to these Indentures interchangeably have put their hands, and Seales th<sup>e</sup> Day and yeare first above written

Liber D

[p. 13]

Signed Sealed and Delivered

his

by Turfe and twigge w<sup>th</sup>

George G H Harris

Possession and Seisin

Marke

in th<sup>e</sup> p<sup>s</sup>ence of us

○

Owen Jones

his

John H H Couffer

Marke

M<sup>dum</sup> th<sup>e</sup> Word power interlined Between th<sup>e</sup> twenty eighth and twenty Ninth Lines before assigned

Know all Men by these presents That I Walter Pake of great S<sup>t</sup> Lawrance in th<sup>e</sup> County of S<sup>t</sup> Maries in th<sup>e</sup> Province of Maryland for diverse good and valueable Considerations me thereunto Moving have Given graunted assigned Confirmed, and Set over unto Henry Aspinall and Mary his wife and their heires for ever three hundred and fifty acres of Land Scituate in Charles County one hundred and fifty acres thereof being th<sup>t</sup> Land bought of William Boyden being Called Doags Neck as by Conveyance by the said Boyden to me bearing Date th<sup>e</sup> thirteenth of August 1667, may appeare, and th<sup>e</sup> other two hundred acres being Land Bought of M<sup>r</sup> Thomas Allanson as by Conveyance allsoe may appeare To Have and to Hold th<sup>e</sup> s<sup>d</sup> three hundred and fifty acres of Land unto th<sup>e</sup> s<sup>d</sup> Henry & Mary and their heires for ever And if th<sup>e</sup> s<sup>d</sup> Mary Aspinall die without issue then th<sup>e</sup> said Land to be at th<sup>e</sup> Will and Disposall of th<sup>e</sup> said Henry Aspinall to Bargaine Sell Let or farme th<sup>e</sup> same at his pleasure And th<sup>t</sup> th<sup>e</sup> said Henry and Mary shall when they Shall thinke fitt Sell or Dispose of th<sup>e</sup> said Land Making good and assuring th<sup>e</sup> Like quantity of Land to th<sup>e</sup> heires of Mary Aspenall Lawfully begotten on her body And I doe further for me my heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant and promise th<sup>t</sup> th<sup>e</sup> said Land is

**Liber D** now free and Cleare of all Incumbrances whatsoever And th<sup>t</sup> I th<sup>e</sup> s<sup>d</sup> Walter Pake my heires Execut<sup>rs</sup> and Admin<sup>rs</sup> shall and Will upon th<sup>e</sup> Reasonable Motion of th<sup>e</sup> said Henry Make such Conveyance and Conveyances for th<sup>e</sup> further Assurance of th<sup>e</sup> same as th<sup>e</sup> s<sup>d</sup> Henryes Councel in th<sup>e</sup> Law shall advise or thinke fitt In Witnes whereof I th<sup>e</sup> s<sup>d</sup> Walter Pake have hereunto put my hand and Seale th<sup>e</sup> 21<sup>th</sup> of January 1667. Walter Pake ○

Signed Sealed and Delivered

in th<sup>e</sup> psence of William Price

Rupert Berkenhead

his

John **IT** Tarkington

Marke

[p. 14] Know all Men by these presents That I Hugh Thomas of Charles County in th<sup>e</sup> Province of Maryland planter As well for and in Consideration of th<sup>e</sup> Quantity of three thousand five hundred pounds of tobaccoe and Caske in hand paid before th<sup>e</sup> Ensealing and Delivery hereof by Thomas Lomax of St<sup>t</sup> Maries County in th<sup>e</sup> said province Merchant whereof and wherew<sup>th</sup> th<sup>e</sup> said Hugh Thomas doth acknowledge himselfe Satisfied Contented, and Paid and thereof and of every part and parcell thereof Doth Acquitt and Discharge th<sup>e</sup> said Thomas Lomax his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and every of them by these presents as allsoe for Diverse other good Causes and Considerations him thereunto Moving Have graunted Bargained, sold Assigned Set over and Confirmed and by these presents doe fully Clearly and Absolutely Graunt Bargaine Sell assigne Set over and Confirme unto th<sup>e</sup> s<sup>d</sup> Thomas Lomax his heires Executors Admin<sup>rs</sup> and assignes one Moyitie or halfe part of one parcell or Tract of Land Lyeing Scituate and being in Charles County aforesaid on th<sup>e</sup> West side of th<sup>e</sup> Maine fresh at th<sup>e</sup> head of Wiccocomico River Called th<sup>e</sup> Rich Hill Beginning at a Bounded oake Standing by th<sup>e</sup> Runne side, & Running West for breadth th<sup>e</sup> Length of three hundred pearches to a Bounded oake Standing on th<sup>e</sup> high grounds Bounding on th<sup>e</sup> West with a Line drawn North from th<sup>e</sup> said oake for th<sup>e</sup> Length of three hundred and twenty pearches to a Bounded oake on th<sup>e</sup> North w<sup>th</sup> a Line Drawn East from th<sup>e</sup> former line to a Marked oake Standing by the side of th<sup>e</sup> Runne on th<sup>e</sup> East w<sup>th</sup> th<sup>e</sup> fresh runne, on th<sup>e</sup> South w<sup>th</sup> th<sup>e</sup> afores<sup>d</sup> West Line Containing and Laid out for Sixe hundred acres more or Lesse All and Singular which said Moyitie or halfe part of th<sup>e</sup> Sixe hundred acres of Land afores<sup>d</sup> together w<sup>th</sup> all and Singular th<sup>e</sup> Rights, proffits, and Benefits thereunto Belonging according to a Pattent Graunted unto him th<sup>e</sup> s<sup>d</sup> Hugh Thomas and his heires for th<sup>e</sup> afores<sup>d</sup> Sixe hundred acres Dated th<sup>e</sup> Nineteenth Day of Aprill in th<sup>e</sup> foure and thirtieth yeare of th<sup>e</sup> Dominion of Caecilius &c. Annoq<sup>3</sup> Dni 1666 under th<sup>e</sup> great Seale of this Province To Have and to Hold th<sup>e</sup> s<sup>d</sup> Moyitie

or halfe part of th<sup>e</sup> afores<sup>d</sup> Land and all and Singular other th<sup>e</sup> premises hereby graunted Bargained and sold or Mentioned to be herein or hereby Graunted Bargained and Sold with their and every of their rights Members and appurtenances Whatsoever unto th<sup>e</sup> s<sup>d</sup> Thomas Lomax his heires and assignes to th<sup>e</sup> only proper use and behoofe of th<sup>e</sup> said Thomas Lomax his heires, & assignes for ever And th<sup>e</sup> s<sup>d</sup> Hugh Thomas for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes the s<sup>d</sup> one Moyitie or halfe part of th<sup>e</sup> said Land and all and Singular other th<sup>e</sup> premises before graunted Bargained, and Sold with th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> Thomas Lomax and his heires to th<sup>e</sup> only proper use and behoofe of th<sup>e</sup> said Thomas Lomax his heires and assignes for ever against him th<sup>e</sup> said Hugh Thomas his heires and assignes and all, & every other person and persons whatsoever Lawfully Claiming by, from, or under him them or any of them and against all other person and persons whatsoever Shall and will Warrant and for ever Defend by these presents Excepting and foreprizing th<sup>e</sup> Rent hereafter Mentioned (to say) Sixe Shillings Sterling p̄ annum being th<sup>e</sup> Moyitie of th<sup>e</sup> rent due for th<sup>e</sup> said Sixe hundred acres of Land to be paid by him th<sup>e</sup> s<sup>d</sup> Thomas Lomax his heires and Assignes to th<sup>e</sup> Lord Proprietary according to th<sup>e</sup> times and Limitations in th<sup>e</sup> afores<sup>d</sup> Pattent mentioned and expressed In Confirmation hereof th<sup>e</sup> above said Hugh Thomas have hereunto Set his hand and affixed his Seale th<sup>e</sup> 26<sup>th</sup> Day of Aprill in th<sup>e</sup> Sixe and thirtieth yeare of th<sup>e</sup> Dominion of Caecilius Lord and Proprietary of this Province and in th<sup>e</sup> yeare of our Lord one Thousand Sixe hundred Sixty and eight

[p. 15]

Signed

Hugh H Thomas

○

Signed Sealed and Delivered  
in p̄sence of Thomas Notley

Signed

Rich. R Morrice

Signed

Tho. + Hopper

M<sup>dum</sup> to th<sup>e</sup> Preceding Conveyance is Endorsed this Letter of Attorney following (viz<sup>t</sup>)

To all Christian people to whom this present Writeing Shall Come Hugh Thomas of Charles County in th<sup>e</sup> province of Maryland Sendeth Greeting Know ye That Whereas I have Signed, Sealed and delivered th<sup>e</sup> Within written Deed purporting a Bargaine and sale from me th<sup>e</sup> s<sup>d</sup> Hugh Thomas to Thomas Lomax within Mentioned of th<sup>e</sup> Moyitie of Sixe hundred acres of Land & other th<sup>e</sup> hereditaments thereunto Belonging as is within Mentioned, and may there appeare Now th<sup>e</sup> s<sup>d</sup> Hugh Thomas hath Constituted ordained and appointed and by these presents Doth Constitute ordaine, and appoint Thomas Hyat of Charles County planter his true and Lawfull Attorney for him and in his Name

Liber D quiet & peaceable Liverie, and Seisin and possession of th<sup>e</sup> s<sup>d</sup> land w<sup>th</sup> th<sup>e</sup> appurtenances, or any parcell thereof in th<sup>e</sup> Name of th<sup>e</sup> Whole to give and to graunt unto th<sup>e</sup> s<sup>d</sup> Thomas Lomax or to his Lawfull Attorney or Attorneys in th<sup>t</sup> behalfe authorized according to th<sup>e</sup> true intent purport and Meaning of th<sup>e</sup> s<sup>d</sup> Recited within Deed In Confirmation hereof th<sup>e</sup> s<sup>d</sup> Hugh Thomas hath hereunto Set his hand and seale th<sup>e</sup> Day and yeare of th<sup>e</sup> Date of th<sup>e</sup> Within written Deed

Signed

[p. 16] Signed Sealed read, & Delivered  
in p<sup>s</sup>ence of us

Hugh **H** Thomas ○

Thomas Notley  
his

Rich. **R** Morris  
Marke

his  
Thomas **+** Hopper  
Marke

Memorandum That Full and peaceable Possession and Seisin of th<sup>e</sup> Lands and tenements within Mentioned with th<sup>e</sup> appurtenances was Given and delivered by th<sup>e</sup> aboves<sup>d</sup> Thomas Hyatt according to th<sup>e</sup> true intent & meaning of th<sup>e</sup> aboves<sup>d</sup> Letter of Attorney to him from th<sup>e</sup> within Named Hugh Thomas to th<sup>e</sup> Within Named Thomas Lomax according to forme, and effect of th<sup>e</sup> within Written Deed this Sixteenth Day of May Anno one Thousand Sixe hundred sixty eight in th<sup>e</sup> p<sup>s</sup>ence of us Whose Names are underwritten

George Thompson

John Courts

his

Richard **R** Morris

Marke

Ebenezer Blackiston

Henry Frankam Acknowledged this following Conveyance of Land to Thomas Allanson at th<sup>e</sup> Court held in th<sup>e</sup> County of Charles County in June 1668

This Indenture Made the Ninth Day of June Annoq Dni one Thousand Sixe hundred Sixty and eight Between Henry Frankam of Charles County in th<sup>e</sup> province of Marieland planter of th<sup>e</sup> one part and Thomas Allanson of th<sup>e</sup> same County gent of th<sup>e</sup> other part Witnesseth That th<sup>e</sup> said Henry Frankam as well for and in Consideration of th<sup>e</sup> Quantity of two Thousand pounds of tobaccoe and Caske to him in hand paid by the said Thomas Allanson th<sup>e</sup> Receipt whereof he doth hereby acknowledge and himselfe therewith to be fully Satisfied Contented and paid as allsoe for diverse good Causes and Considerations him th<sup>e</sup> s<sup>d</sup> Henry Frankam thereunto Moving Hath Bargained Sold aliened, enfeoffed Assigned Set over

and Confirmed and by these presents doth fully and Clearly and Liber D  
absolutely Bargaine Sell alien enfeoffe assigne Set over and Con-  
firme unto th<sup>e</sup> s<sup>d</sup> Thomas Allanson his heires and assignes for ever  
all that parcell of Land Called How-Land lyeing and being on th<sup>e</sup>  
North side of Piscataway river, and on th<sup>e</sup> south side of a Creeke  
in th<sup>e</sup> s<sup>d</sup> River Called Mattawoman or S<sup>t</sup> Thomas his Creek begin-  
ning at a Marked oake by the Creek side in an Indian feild running  
east and by North up th<sup>e</sup> Creeke, and Swampe for breadth one hun-  
dred perches to a Marked oake in th<sup>e</sup> Woods Bounding on th<sup>e</sup> east  
with a Line drawn South and by east from th<sup>e</sup> oake for Length  
three hundred and twenty perches on th<sup>e</sup> South by a line drawn West [p. 17]  
and by South from th<sup>e</sup> end of th<sup>e</sup> South and by east Line for  
breadth one hundred pearches on th<sup>e</sup> west by a Line drawn North  
and by west from th<sup>e</sup> end of th<sup>e</sup> West and by South Line unto th<sup>e</sup>  
first Marked oake on th<sup>e</sup> North by the said Creeke Containing two  
Hundred acres more or lesse with all and Singular th<sup>e</sup> Houses Build-  
ings pastures feedings wayes Woods underwoods proffits Comodi-  
ties and appurtenances th<sup>e</sup> s<sup>d</sup> premises or any part or parcell thereof  
belonging or in any Wise appertaining To Have and to hold th<sup>e</sup>  
afores<sup>d</sup> Land and all and Singular th<sup>e</sup> premises before graunted  
Bargained and Sold with their and every of their Rights Members  
and appurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> Thomas Allanson his  
heires and assignes for ever from him th<sup>e</sup> s<sup>d</sup> Henry Frankam his  
heires Executors and Administrators And th<sup>e</sup> s<sup>d</sup> Henry Frankam  
doth for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant promise,  
and Graunt to and with th<sup>e</sup> s<sup>d</sup> Thomas Allanson his heires Executors  
Admin<sup>rs</sup> and assignes th<sup>t</sup> th<sup>e</sup> premises Now are and for ever after  
shall be, Continue free and Cleare, and freely and Clearly acquitted  
exonerated and discharged of and from all and Singular other former  
Bargaines sales gifts graunts Leases, rents, arrearages of rents, rent  
Charges Mortgages Joyntures, Dowers, Claimes, Demands and In-  
cumbrances whatsoever by him them or any of them formerly had  
Done, or Committed or to be had done, or Committed And th<sup>e</sup> s<sup>d</sup>  
Henry Frankam for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> th<sup>e</sup>  
afores<sup>d</sup> parcell of Land and all and Singular th<sup>e</sup> premises before  
graunted Bargained and Sold with th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup>  
Thomas Allanson his heires and assignes for ever against him  
th<sup>e</sup> s<sup>d</sup> Henry Frankam his heires Executors and Admin<sup>rs</sup> and against  
all and every of them Lawfully Claiming from by or under him,  
or them or any of them Shall and will Warrant and for ever Defend  
by these presents And th<sup>e</sup> s<sup>d</sup> Henry Frankam for himselfe his heires  
Execut<sup>rs</sup> and Admin<sup>rs</sup> Doth Covenant promise and graunt to and  
with th<sup>e</sup> s<sup>d</sup> Thomas Allanson his heires and assignes and every of  
them Shall and may by force and virtue of these presents Lawfully  
peaceably have hold occupie possesse, and enjoy th<sup>e</sup> s<sup>d</sup> Land and  
all and Singular th<sup>e</sup> premises before graunted Bargained and Sold  
with their and every of their Rights, Members and appurtenances

Liber D and have receive & take th<sup>e</sup> Rents issues and profits thereof to his and their own proper use and behoofe Without any Manner of lett trouble eviction or interruption of or by th<sup>e</sup> s<sup>d</sup> Henry Frankam his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes or any of them th<sup>e</sup> Rents and Services w<sup>ch</sup> from henceforth from time to time and at all times for ever hereafter Shall grow due, & payable to th<sup>e</sup> Cheife Lord, or Lords of th<sup>e</sup> fee or fees thereof for and in respect of their Seigniorie, [p. 18] or Seigniories only Excepted and foreprized In Witnes hereof th<sup>e</sup> Parties afores<sup>d</sup> to these Indentures interchangeably have put their hands and Seales th<sup>e</sup> Day and yeare first above written

Signed, Sealed and Delivered	Henry Frankam ○
in th <sup>e</sup> p <sup>s</sup> ence of us	Amie Frankam
with Turfe and Twigge	her Marke
William Allen	
Gerrard Browne	

Henry Frankam Acknowledged this following Conveyance of Land to William Allen at th<sup>e</sup> C<sup>rt</sup> held in th<sup>e</sup> County of Charles County in th<sup>e</sup> Monthe of June 1668

This Indenture Made th<sup>e</sup> Ninth Day of June in th<sup>e</sup> yeare of o<sup>r</sup> Lord one thousand Sixe hundred and Sixty eight Between Henry Frankam of Charles County in th<sup>e</sup> province of Maryland of th<sup>e</sup> one part and William Allen of th<sup>e</sup> same County and province of th<sup>e</sup> other part Witnesseth That th<sup>e</sup> said Henry Frankam as well for and in Consideration of th<sup>e</sup> Sum<sup>e</sup> of foure Thousand five hundred pounds of tobaccoe and Caske to him in hand by the said William Allen paid th<sup>e</sup> Receipt whereof th<sup>e</sup> s<sup>d</sup> Henry Frankam doth hereby Acknowledge, and himselfe to be therewith fully satisfied Contented and paid and thereof and therefrom and of and from every part and parcell thereof doth acquitt and Discharge th<sup>e</sup> s<sup>d</sup> William Allen his heires Executors and Administrators by these presents as allsoe for diverse other good Causes and Considerations him thereunto Moving Hath Bargained Sold aliened, enfeoffed and Set over and by these presents Doth fully Clearely and Absolutely Bargaine Sell alien, enfeoffe and set over unto th<sup>e</sup> s<sup>d</sup> William Allen his heires and assignes for ever all th<sup>t</sup> Parcell or tract of Land Called Maise-more Scituate Lyeing and being neare Mattawoman Creeke in th<sup>e</sup> County afores<sup>d</sup> Beginning at a Marked Locust tree being th<sup>e</sup> Eastermost Bound tree of Daniel Mathenas Land standing by Mattawoman Creeke from thence Running up th<sup>e</sup> Creek and Bounding on th<sup>e</sup> s<sup>d</sup> Creeke with an East and by North line for one Hundred perch to a Marked White oake Standing on a Point in an Indian feild by the s<sup>d</sup> Creeke by th<sup>e</sup> Bound tree of George Howse his Land from thence Running South, and by east for three hundred perch to a Marked Pokikory Standing by a valley from thence Running West & by South for one Hundred perch till it intersect th<sup>e</sup> South & by east Line of Daniel Mathena's Land and soe along th<sup>t</sup> Line to



th<sup>e</sup> first Bound tree Containing two Hundred Acres more or Lesse w<sup>th</sup> all and Singular th<sup>e</sup> Houses Edifices Buildings, orchards, Pastures Meadows Feedings Waies Water Courses gardens yards Back-sides Easements Proffits Commodities and appurtenances to th<sup>e</sup> s<sup>d</sup> premises or any part or Parcell thereof Belonging or in anie waies appertaining and allsoe all th<sup>e</sup> Rights estate title, interest use property Possession Reversion Claime and Demand of him th<sup>e</sup> s<sup>d</sup> Frankam of and in th<sup>e</sup> same together with all Writings Deeds, and Evidences Manuscripts or papers touching or Concerning th<sup>e</sup> same or any part or parcell thereof To Have and to Hold th<sup>e</sup> afores<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premises before graunted bargained and Sold with their and every of their rights Members and appurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> William Allen his heires and Assignes for ever And th<sup>e</sup> s<sup>d</sup> Henry Frankome doth for himselfe his heires Execut<sup>rs</sup> and Administrat<sup>rs</sup> Covenant promise and graunt to and with th<sup>e</sup> s<sup>d</sup> William Allen his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes That he th<sup>e</sup> s<sup>d</sup> Henry Frankam now is Lawfully and justly possessed of a just and due title & Claime in Law of and in th<sup>e</sup> before graunted premises and hath full and absolute power to Bargaine Sell, and assure th<sup>e</sup> same and th<sup>t</sup> th<sup>e</sup> premises Now are and for ever hereafter shall be and Continue free and Cleare and freely and Clearly acquitted exonerated and Discharged of and from all and Singular former and other Bargaines Sales gifts graunts Leases rents, arrearages of rents Rent Charges Mortgages Joyntures Dow-ers Rights and titles of Dowers, Claimes Demands and incumbrances whatsoever by him them or any of them formerly had Done or Comitted or to be had done or Comitted And th<sup>e</sup> s<sup>d</sup> Henry Frankam for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> th<sup>e</sup> afores<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premises before graunted Bargained and Sold w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> William Allen his heires and Assignes for ever ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> Henry Frankam his heires, and Assignes, & ag<sup>t</sup> all and every person and persons whatsoever Lawfully Claiming by from or under him them or any of them and against all other persons shall and Will Warrant and for ever defend by these presents And th<sup>e</sup> s<sup>d</sup> Henry Frankam for himselfe his heires Exec<sup>rs</sup> and Admin<sup>rs</sup> Doth Covenant promise graunt and agree to and with th<sup>e</sup> s<sup>d</sup> William Allen his heires and assignes by these presents th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> William Allen his heires and assignes and every of them Shall and may by force and virtue of these presents from time to time and at all times for ever hereafter Lawfully peaceably and quietly have hold use occupie possesse and enjoy th<sup>e</sup> s<sup>d</sup> Land and all and Singular th<sup>e</sup> before graunted premises with their and every of their Rights Members and appurtenances, and Have Receave and take th<sup>e</sup> Rents issues and proffits thereof to his and their own proper uses and behoofes without any Manner of Lett trouble, eviction or interruption of or by the s<sup>d</sup> Henry Frankam his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> or assignes or any of them or of

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[p. 19]

**Liber D** or by any other persons whatsoever; The rents and Services w<sup>ch</sup> from henceforth from time to time for or in Respect of th<sup>e</sup> first Mentioned premises hereby Sold shall growe Due and Payable to th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> fee or fees thereof for or in Respect of their Seigniorie, or Seigniories only excepted and foreprized And  
 [p. 20] th<sup>e</sup> said And th<sup>e</sup> s<sup>d</sup> Henry Frankam doth further Covenant and promise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Henry Frankam his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Shall and will from time to time and at all times hereafter within th<sup>e</sup> Space of Seaven yeares next ensuing th<sup>e</sup> Date hereof upon th<sup>e</sup> Reasonable request and at th<sup>e</sup> Cost and Charges in th<sup>e</sup> Law only of th<sup>e</sup> s<sup>d</sup> William Allen his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes Make seale Convey and Deliver such further Assurance or assurances for th<sup>e</sup> before graunted premises as th<sup>e</sup> s<sup>d</sup> William Allen his heires execut<sup>rs</sup> Admin<sup>rs</sup> or assignes or any of them his their or any of their Council learned in th<sup>e</sup> Lawe shall him th<sup>e</sup> s<sup>d</sup> Frankome his heires Executors or Administrators or any of them thereto require In Witnes whereof th<sup>e</sup> parties aforesaid to these Indentures have interchangeably put their hands and Seales th<sup>e</sup> Day and yeare first above written  
 Signed Sealed and Delivered Henry Frankome ○  
 in th<sup>e</sup> psence of us Amee Frankome  
 w<sup>th</sup> Turfe and Twigge her A Marke  
 Thomas Allanson  
 Gerrard Browne


Thomas King Acknowledged this following Conveyance of Land to Gerrard Breeden at th<sup>e</sup> Court held in Charles County in th<sup>e</sup> Monthe of June 1668.

This Indenture Made th<sup>e</sup> Seaventh Day of Aprill Anno one Thousand Sixe hundred Sixtie and eight Between Thomas King of Charles County in th<sup>e</sup> province of Maryland Planter of th<sup>e</sup> one part, and Gerrard Breeden of th<sup>e</sup> s<sup>d</sup> Province and St Maries County of th<sup>e</sup> other part planter Witnesseth That th<sup>e</sup> s<sup>d</sup> Thomas King as well for and in Consideration of eleaven Thousand two hundred pounds of tobaccoe and Caske past before th<sup>e</sup> ensealing and Delivery hereof by the said Gerrard Breeden foure Thousand thereof to be paid Anno one Thousand Sixe hundred Sixty and eight, & foure Thousand two hundred thereof to be Paid Anno one Thousand Sixe hundred and Sixty Nine, and Lastly three Thousand to be paid Anno one Thousand Sixe hundred and Seaventy whereof and wherewith th<sup>e</sup> s<sup>d</sup> Thomas King doth Acknowledge himselfe Satisfied and Contented as allsoe for Diverse other good Causes and Considerations him thereunto Moving Have Graunted Bargained and Sold Assigned Set and Confirmed and by these presents doe fully Clearly and absolutely Graunt Bargaine Sell assigne Set over and Confirme unto th<sup>e</sup> s<sup>d</sup> Gerrard Breeden his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> all th<sup>t</sup> Parcell of Land Called by Name of Rivers<sup>s</sup> Spring Scituate Lyeing

and Being on the east side of the fresh of Avon River formerly  
 Called Nangemy Creeke in Charles County next adjoyning to the  
 Land of James Lyndseys Westernmost Bounded tree being a Pokikory  
 tree Bounding on the West By a line Drawn North for Breadth one  
 hundred and fiftie pearches to a Marked Pokikory tree on the North  
 by a line drawn east from the s<sup>d</sup> Pokikory for length two hundred  
 and twenty five pearches on the east by a Line drawn South for  
 breadth one Hundred & fifty pearches unto the Land of James [torn] [p. 21]  
 on the West with the s<sup>d</sup> Land Containing and Now laid out for two  
 hundred and fifty acres more or lesse the s<sup>d</sup> Land being formerly  
 taken up by Christopher Rivers the Pattent bearing the two and  
 twentieth Day of June Anno Dni one Thousand Sixe Hundred Sixty  
 and three and in the two and thirtieth yeare of his Lordsh<sup>ps</sup> Domin-  
 ion over the s<sup>d</sup> Province, and now in the Possession of the aboves<sup>d</sup>  
 Gerrard Breeden All and Singular w<sup>th</sup> said parcell of Land together  
 with all and Singular the houses Buildings Structures and Edifices  
 whatsoever thereunto Belonging or appertaining together with all the  
 Orchards gardens pastures feedings Commons Common of Pasture  
 Ranges for hogges Woods underwoods Waters Water Courses  
 Fishings Fowlings Waies Easem<sup>ts</sup> proffits Commodities heredita-  
 ments whatsoever unto the s<sup>d</sup> Land belonging or in any Manner of  
 way appertaining To Have, and to Hold the s<sup>d</sup> Parcell of Land, &  
 all and Singular the premises before Mentioned to be hereby Bar-  
 gained and Sold w<sup>th</sup> the appurtenances thereto Belonging and every  
 part and parcell thereof whatsoever before Named or Recited unto the  
 s<sup>d</sup> Gerrard Breeden his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes for  
 ever yeilding and Paying therefore unto the R<sup>t</sup> Hon<sup>ble</sup> the Lord  
 Proprietary of this Province the rents Due for the s<sup>d</sup> Land at the  
 Feast of the Nativity of our Blessed Lord and Saviour Jesus Christ  
 if the same be Lawfully demanded And the s<sup>d</sup> Thomas King for  
 himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Doe Covenant and agree  
 to and w<sup>th</sup> the s<sup>d</sup> Gerrard Breeden his heires Execut<sup>rs</sup> Admin<sup>rs</sup> &  
 Assignes and every of them by these Presents That he the s<sup>d</sup> Gerrard  
 Breeden his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes Shall and may  
 peaceably and quietly have hold occupie Possesse and enjoy all and  
 Singular the Premises Bargained and Sold and every part and parcell  
 thereof with every their Rights Members and appurtenances without  
 the Lawfull Lett Suite trouble eviction exquisation or Demand of or  
 by the s<sup>d</sup> Thomas King or of or by his heires Execut<sup>rs</sup> and Admin<sup>rs</sup>  
 or any or either of them or of or by anie other person or persons  
 Lawfully Claiming from by or under them or any of them or to their  
 or any of their uses, or by or from, or under their or any of their  
 titles Estates Meanes or procurem<sup>t</sup> as Allsoe Acquitt and Discharge  
 or within Convenient time after reasonable Request made well and  
 Sufficiently Saved & kept harmles of and from all Manner of former  
 Bargaines Sales estates former Leases titles Dowes rights or titles  
 of Dowes Joyntures uses entailes Wills Rent Charges Rent Services

Liber D Arrearages of rents Statutes Recognizances Judgments execucons titles troubles Charges and Demands whatsoever had Done Made, Committed or wittingly or Willingly Suffered by the s<sup>d</sup> Thomas King his heires or Assignes or any of them or to their or any of their uses or by their or any of their Titles estates Meanes or procurem<sup>ts</sup> Provided th<sup>e</sup> aforementioned Summes of tobaccoe be paid unto th<sup>e</sup> s<sup>d</sup> Thomas King his heires Executors Admin<sup>rs</sup> or assignes at th<sup>e</sup> time before expressed or else upon Default or Nonpayment

[p. 22] by the said Gerrard Breeden his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes of th<sup>e</sup> Same or any part or parcell thereof then th<sup>e</sup> afores<sup>d</sup> Land with all and Singular its Rights Members Jurisdictions and appurtenances Shall Returne unto th<sup>e</sup> proper use and behoofe of th<sup>e</sup> s<sup>d</sup> Thomas King his heires Executors Admin<sup>rs</sup> and assignes, and this Present Indenture to be voyd and of none effect And th<sup>e</sup> s<sup>d</sup> Thomas King for himselfe his heires Executors Admin<sup>rs</sup> and Assignes all and Singular th<sup>e</sup> before Bargained premises w<sup>th</sup> their appurtenances all and every part and parcell unto th<sup>e</sup> s<sup>d</sup> Gerrard Breeden his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and assigns to th<sup>e</sup> intent and Meaning afores<sup>d</sup> shall and Will Warrant & for ever Defend by these presents In Witnes whereof th<sup>e</sup> parties first Mentioned to these present Indentures have interchangeably Set their hands and Seales th<sup>e</sup> Day and yeare first above written

Signed Sealed and Delivered	his	
w <sup>th</sup> Possession and Seisin	Thomas T King	○
w <sup>th</sup> Turfe and Twigge	marke	
in p <sup>s</sup> ence of us	his	
Owen Jones	Gerrard 	Breeden ○
George Bankes	marke	

The Wordes Sixe hundred written above about th<sup>e</sup> Middle of th<sup>e</sup> first Line before Assigned, and th<sup>e</sup> wordes Doth Acknowledge interlined Between th<sup>e</sup> Six and Seaven lines before Assigned





Humphrey Jones Acknowledged this following Conveyance of Land unto George Banks at th<sup>e</sup> Court held in th<sup>e</sup> County of Charles County in th<sup>e</sup> Monthe of June 1668

This Indenture Made the Sixth Day of Aprill in th<sup>e</sup> yeare of our Lord god one Thousand Sixe hundred Sixty and eight Between Humphrey Jones of Charles County in th<sup>e</sup> Province of Maryland on th<sup>e</sup> one part and George Bankes of St Maries County and th<sup>e</sup> province afores<sup>d</sup> planter on th<sup>e</sup> other part Witnesseth That th<sup>e</sup> s<sup>d</sup> Humphrey Jones as well for and in Consideration of three thousand pounds of tobaccoe, and caske by two Severall Bills past to th<sup>e</sup> s<sup>d</sup> Humphrey Jones his heires Executors Admin<sup>rs</sup> and Assignes by the said George Bankes one Bill for one Thousand pounds of tobaccoe and Caske to be paid Anno one Thousand Sixe hundred Sixty, & eight The other Bill for two Thousand pounds of tobaccoe and Caske Anno to be paid one Thousand Sixe hundred Sixty and Nine before

th<sup>e</sup> ensealing and Delivery hereof by the said George Bankes his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes whereof and wherewith th<sup>e</sup> s<sup>d</sup> Humphrey Jones Doth Acknowledge himselfe fully Satisfied and Contented by these presents as allsoe for diverse good Causes and Considerations him thereunto Moving have graunted Bargained enfeoffed Sold Assigned Set over, and Confirmed and by these presents doth fully and absolutely graunt Bargaine Enfeoffe Sell Assigne Set over and Confirme unto th<sup>e</sup> s<sup>d</sup> George Bankes his heires Executors Admin<sup>rs</sup> all th<sup>t</sup> part and parcell of Land Scituate Lyeing and Being on th<sup>e</sup> east Side of th<sup>e</sup> Maine Fresh of th<sup>e</sup> Creeke formerly Called Nangemy Ck now Avon River in Charles County adjoyning to th<sup>e</sup> Land of th<sup>e</sup> s<sup>d</sup> Humphrey Jones and being part of th<sup>e</sup> foure Hundred acres w<sup>ch</sup> Owen Jones purchased of M<sup>r</sup> James Lyndsey th<sup>e</sup> Pattent Bearing date th<sup>e</sup> twenty Seaventh of June one Thousand Sixe Hundred Sixty and two Beginning and Bounding on th<sup>e</sup> east upon a red oake by a Line drawne North and by east for breadth fiftie perches to a Marked red oake on th<sup>e</sup> North by a Line drawn West from th<sup>e</sup> s<sup>d</sup> oake for Length three hundred and twenty pearches to a Marked Pokikory tree in a Valley on th<sup>e</sup> West by a Line drawn South and by West from th<sup>e</sup> s<sup>d</sup> Pokikory for breadth fifty pearches to a Marked pokikory on th<sup>e</sup> South by the s<sup>d</sup> Humphrey Jones his Land, and paralell Containing and Now Laid out for one Hundred acres be it more or Lesse all and Singular which s<sup>d</sup> parcell of Land together with all and Singular its rights Members and jurisdictions and appurtenances with all houses thereon orchards easem<sup>ts</sup> tenements orchards Backsides Meadows feedings pastures Woods underwoods .Waies proffits Co<sup>m</sup>odities hereditam<sup>ts</sup> and appurtenances whatsover unto th<sup>e</sup> s<sup>d</sup> Parcell of Land belonging or in any waies appertaining To Have and to Hold th<sup>e</sup> s<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> premises aforementioned to be herein Bargained, and Sold with th<sup>e</sup> appurtenances and every part and parcell thereof whatsoever before Named or recited unto th<sup>e</sup> s<sup>d</sup> George Bankes his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes for ever yeilding and Paying therefore unto th<sup>e</sup> Cheife Lord, or Lords of th<sup>e</sup> fee or fees th<sup>e</sup> Rents and Services w<sup>ch</sup> from henceforth from time to time Shall growe due for or in Respect of his or their Seigniorie or Seigniories And th<sup>e</sup> s<sup>d</sup> Humphrey Jones for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes Doth Covenant and Agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> George Bankes his Heires Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes shall and May Lawfully peaceably and quietly have, hold use occupie possesse and enjoy all and Singular th<sup>e</sup> premises before by these presents Bargained and Sold and every part and parcell thereof with every its Rights Members and appurtenances without Lawfull Lett Suite trouble eviction interruption or demand of or by th<sup>e</sup> s<sup>d</sup> Humphrey Jones or of or by his heires Executors Admin<sup>rs</sup> or assignes or of or by any other person or persons Lawfully Claiming from by or under

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Liber D them or any of them or their or any of titles estates or procurem<sup>ts</sup>  
 Provided th<sup>e</sup> aforementioned Bills be paid to th<sup>e</sup> said Humphrey  
 Jones his heires Executors Administrators or assignes at th<sup>e</sup> time  
 before expressed or else upon Default or Nonpaym<sup>t</sup> by the s<sup>d</sup> George  
 Bankes his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes of th<sup>e</sup> Same or any  
 part or Parcell thereof then th<sup>e</sup> afores<sup>d</sup> Land with all and Singular  
 its Rights Members jurisdictions and appurtenances shall Returne  
 unto th<sup>e</sup> proper use and behoofe of th<sup>e</sup> s<sup>d</sup> Humphrey Jones his  
 heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes and this Present Indenture to  
 [p. 24] be Void and of none effect And th<sup>e</sup> Humphry Jones for himselfe his  
 heires Execut<sup>rs</sup> Administrators and Assignes all and Singular th<sup>e</sup>  
 Before Bargained premises with their appurtenances and all, and  
 every part and Parcell thereof unto th<sup>e</sup> George Banks his heires  
 Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes to th<sup>e</sup> intent and Meaning afores<sup>d</sup>  
 shall and Will Warrant and for ever Defend by these Presents In  
 Witnes whereof th<sup>e</sup> Parties first Mentioned to these present Inden-  
 tures have interchangeably Set their hands and Seales th<sup>e</sup> Day and  
 yeare first above written his  
 Signed Sealed and Delivered Humphry  Jones   
 in th<sup>e</sup> p<sup>s</sup>ence of us Marke  
 Owen Jones George Bancks   
 his  
 Gerrard  Breeden  
 Marke



Richard Jones Acknowledged th<sup>e</sup> following Conveyance of Land  
 to Humphrey Jones at th<sup>e</sup> C<sup>rt</sup> held in th<sup>e</sup> County of Charles County  
 in th<sup>e</sup> Monthe of Aprill Anno Dni 1668

This Indenture Made th<sup>e</sup> eighth Day of March in th<sup>e</sup> yeare of our  
 Lord god one Thousand Sixe hundred Sixty and Seaven Between  
 Richard Jones of Charles County in th<sup>e</sup> Province of Maryland  
 Planter of th<sup>e</sup> one part and Humphrey Jones of th<sup>e</sup> Same County  
 and Province of th<sup>e</sup> other part Witnesseth That th<sup>e</sup> s<sup>d</sup> Richard  
 Jones as well for and in Consideration of two Thousand foure  
 Hundred pounds of Tobaccoe, and Caske in hand paid before th<sup>e</sup>  
 Ensealing and Delivery thereof by the said Humphrey Jones whereof  
 and wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Richard Jones doth Acknowledge himselfe Satis-  
 fied Contented, and Paid, and thereof and every part and Parcell  
 thereof doth Acquitt and discharge th<sup>e</sup> s<sup>d</sup> Humprey Jones his heires  
 Execut<sup>rs</sup> Administrators and every of them by these presents as  
 allsoe for diverse good Causes and Considerations him thereunto  
 Moving have Graunted Bargained enfeoffed Sold Assigned and Set  
 over, and Confirmed and by these presents doth fully and Abso-  
 lutely graunt Bargaine Enfeoffe Sell assigne Set over and Confirme  
 unto th<sup>e</sup> s<sup>d</sup> Humphrey Jones his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> all  
 th<sup>t</sup> part and parcell of Land Belonging to th<sup>e</sup> s<sup>d</sup> Richard Jones w<sup>ch</sup>

th<sup>e</sup> s<sup>d</sup> Richard Jones and Humphrey Jones Bought of Owen Jones Scituate Lyeing and being on th<sup>e</sup> east Side of th<sup>e</sup> Maine Fresh of th<sup>e</sup> Creeke formerly Called Nangemy but Now Avon river in Charles County adjoyning to th<sup>e</sup> Land of Owen Jones, & Being parte of th<sup>e</sup> foure hundred acres th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Owen Jones Bought of M<sup>r</sup> James Lyndsey Beginning and Bounding on th<sup>e</sup> East upon a Red oake by a Line Drawne North and by east for breadth one hundred & twenty five perches to a Marked oake on th<sup>e</sup> North by a Line drawn West from th<sup>e</sup> s<sup>d</sup> oake for Length three hundred and twenty perches to a Marked Pokikory tree in a Valley on th<sup>e</sup> West by a Line Drawn South and by West from th<sup>e</sup> s<sup>d</sup> Pokikory for Breadth one Hundred [p. 25] five and twenty perches to a Marked white oak on th<sup>e</sup> South by the said owen Jones his Land and Paralell Containing and Laid out for two Hundred and fiftie acres be it more or Lesse all and Singular w<sup>ch</sup> s<sup>d</sup> Parcell of Land together w<sup>th</sup> all and Singular its Rights Members Jurisdiccions and appurtenances w<sup>th</sup> all houses thereon erected Easements tenements orchards Backsides, Meadows feedings Pastures Woods underwoods waies Proffits Commodities hereditaments and appurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> Parcell of Land belonging or anie waies appertaining To Have and to hold th<sup>e</sup> s<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> premises aforementioned to be Bargained and Sold w<sup>th</sup> th<sup>e</sup> appurtenances and every part and parcell thereof whatsoever before Named or Recited unto th<sup>e</sup> s<sup>d</sup> Humphrey Jones his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes for ever yeilding and paying therefore unto th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> Fee or Fees thereof th<sup>e</sup> Rent and Services w<sup>ch</sup> from henceforth from time to shall grow due for or in Respect of his or their Seigniory or Seigniories And th<sup>e</sup> s<sup>d</sup> Richard Jones for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes Doth Covenant graunt and agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Humphrey Jones his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes & every of them by these Presents th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Humphrey Jones his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes Shall & may Lawfully peaceably and quietly have hold occupie Possesse and enjoy all and Singular th<sup>e</sup> premises before by these Presents Bargained and Sold and every part and Parcell thereof with every its Rights Members and appurtenances without th<sup>e</sup> Lawfull Lett trouble Suite eviction Interruption or Demand of or by th<sup>e</sup> s<sup>d</sup> Richard Jones or of or by his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes or of or by any other person or persons Lawfully Claiming from by or under them or any of them or their or any of their uses or by from or under any of their Titles estates Meanes or procurem<sup>ts</sup> And th<sup>e</sup> s<sup>d</sup> Richard Jones for himselfe his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> all and Singular before Bargained Premises w<sup>th</sup> their appurtenances and every part and Parcell thereof unto th<sup>e</sup> s<sup>d</sup> Humphrey Jones his Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes to th<sup>e</sup> Intent & Meaning afores<sup>d</sup> Shall and will Warrant and for ever Defend by these presents In Witnes whereof th<sup>e</sup> Parties first above

Liber D

Liber D Mentioned to these Present Indentures Have hereunto Set our hands  
 and Seales th<sup>e</sup> Day and yeare first above Written  
 Signed Sealed and Delivered  
     by Turfe and Twigge  
     w<sup>th</sup> Possession & Seisin  
     in th<sup>e</sup> p<sup>s</sup>ence of us  
         Owen Jones  
         Francis Adams

his  
 Rich.  Jones  
 Marke  
 his  
 Humphry  Jones  
 marke

[p. 26] To all Christian People to whom these Presents Shall Come &c.  
 Know ye That I William Boyden of Charles County in th<sup>e</sup> province  
 of Maryland Planter for diverse good Causes, & Considerations me  
 thereunto Moving have for my Selfe my heires Execut<sup>rs</sup> and Admin<sup>rs</sup>  
 Given graunted enfeoffed Assigned over and Confirmed and by these  
 presents doe fully Clearely and absolutely give graunt enfeoffe as-  
 signe over & Confirme unto my well Beloved Brother John Boyden  
 of th<sup>e</sup> same County to him his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes  
 a parcell or Tract of Land Scituate Lyeing and Being in Mattawoman  
 or S<sup>t</sup> Thomas Creeke in th<sup>e</sup> County afores<sup>d</sup> being part of th<sup>e</sup> Land  
 w<sup>ch</sup> I th<sup>e</sup> s<sup>d</sup> William Boyden now Live on Beginning at a Bounded  
 White oake Standing neare th<sup>e</sup> Litle house w<sup>ch</sup> I Lately Dwelled in  
 on th<sup>e</sup> s<sup>d</sup> Land, & running up th<sup>e</sup> Creeke to th<sup>e</sup> furthestmost and  
 upper Bound tree of th<sup>e</sup> s<sup>d</sup> Land from thence running up th<sup>e</sup> s<sup>d</sup> Line  
 into th<sup>e</sup> Woods to th<sup>e</sup> end of th<sup>e</sup> Line, and running from th<sup>e</sup> first  
 Mentioned Bounded White oake by a line drawn South and by east  
 into th<sup>e</sup> Woods unto th<sup>e</sup> Miles end w<sup>th</sup> all and Singular their Rights  
 Priviledges, Members, & appurtenances thereunto Belonging or in  
 any Manner of Waies appertaining together w<sup>th</sup> all houses Build-  
 ings or Edifices thereon erected Woods underwoods Pastures Feed-  
 ings Watercourses thereunto Belonging w<sup>th</sup> all my Right title interest  
 Claime and Demand of me th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden to and in th<sup>e</sup> same  
 To Have and to hold to him th<sup>e</sup> s<sup>d</sup> John Boyden his heires Execut<sup>rs</sup>  
 Admin<sup>rs</sup> and assignes for ever And I th<sup>e</sup> s<sup>d</sup> William Boyden doe  
 for my selfe my heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant graunt and  
 agree to, & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> John Boyden his heires Execut<sup>rs</sup> Admin<sup>rs</sup> &  
 assigns th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Jo. Boyden his heires and assignes Shall and  
 May by force and virtue of these presents from time to time and  
 at all times for ever hereafter have hold use occupy Possesse and  
 enjoy th<sup>e</sup> before graunted Parcell of Land and all and Singular  
 th<sup>e</sup> Appurtenances thereunto Belonging or in any wise appertaining  
 and have receave and take th<sup>e</sup> Rents issues and proffits thereof  
 to his and their own proper use and behoofe without any Manner  
 of Lett trouble Eviction exquition Interruption or demand of or by  
 th<sup>e</sup> s<sup>d</sup> William Boyden his heires Execut<sup>rs</sup> or Administrat<sup>rs</sup> or any  
 or either of them or of or by anie other person or Persons Lawfully  
 Claiming from by or under them or any of them or of or by any  
 other persons whatsoever th<sup>e</sup> rents & Services w<sup>ch</sup> from henceforth



shall grow due to th<sup>e</sup> Cheife Lord or Lords thereof for or in Respect of his or their Seigniory or Seigniories for th<sup>e</sup> before graunted premises only excepted and foreprized In Witnes whereof I have hereunto Set my hand, & seale this twenty eighth Day of May Anno Dni 1668. William Boyden

Liber D

Sealed and Delivered

○

in p<sup>s</sup>ence of us

Will. Allen

Luke Greene

John Tompkinson Acknowledged this following Bargaine and Sale of Land to James Mackey at th<sup>e</sup> Court held in th<sup>e</sup> County of Charles County in th<sup>e</sup> Monthe of August 1668 [p. 27]

This Indenture Made this Eleaventh Day of August in th<sup>e</sup> yeare of our Lord one Thousand Sixe hundred Sixty and eight Between John Tompkinson of Charles Countie in th<sup>e</sup> Province of Marieland Carpinter of th<sup>e</sup> one part and James Macky of th<sup>e</sup> same County Planter of th<sup>e</sup> other part Witnesseth That th<sup>e</sup> s<sup>d</sup> John Tompkinson for and in Consideration of th<sup>e</sup> Summe of Sixe Thousand pounds of tobaccoe to him in hand Paid at or before th<sup>e</sup> Ensealing and Delivery of these Presents by the said James Macky th<sup>e</sup> Receipt whereof th<sup>e</sup> s<sup>d</sup> John Tompkinson doth hereby Acknowledge, & himselfe therewith fully Satisfied and Paid and thereof and of everie Part and parcell thereof doth Clearely acquitt exonerate and discharge th<sup>e</sup> s<sup>d</sup> James Macky his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes for ever by these Presents Hath Given graunted aliened Bargained Sold enfeofed and Confirmed and by these Presents Doth fully Clearely and absolutely Give graunt, alien, Bargaine Sell enfeofe and Confirme unto th<sup>e</sup> s<sup>d</sup> James Macky his heires and assignes for ever all th<sup>t</sup> Tract of Land Lyeing in Charles County afores<sup>d</sup> Commonly known by the Name of Tompkinsons Long Lookt for Containing by Estimation two hundred acres or thereabout as By a Pattent from th<sup>e</sup> Lord Proprietary of this Province under his great Seale Bearing date the 27<sup>th</sup> Day of May 1667 graunted to th<sup>e</sup> Tompkinson Rela<sup>on</sup> thereunto being had may more at Large appeare with all and Singular its Rights Members and Appurtenances together w<sup>th</sup> all houses Edifices Buildings orchards, gardens, yards Lands tenements feedings Pastures Woods underwoods, and appurtenances whatsoever to th<sup>e</sup> aforegranted premises Belonging or any wise appertaining together with all Deeds evidences Writeings Charters whatsoever touching or Concerning th<sup>e</sup> same To Have and to Hold th<sup>e</sup> afores<sup>d</sup> Land and all and Singular th<sup>e</sup> premises hereby graunted Bargained and Sold with their Rights Members and appurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes and to th<sup>e</sup> only proper use and behoofe of th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes for ever And th<sup>e</sup> said John Tompkinson for himselfe his heires Execut<sup>rs</sup> and Administrators th<sup>e</sup> said

Liber D Land and all and Singular other th<sup>e</sup> premises before graunted Bargained and Sold with th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes and to th<sup>e</sup> only proper use of th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes for ever against him th<sup>e</sup> s<sup>d</sup> John Tompkinson his heires and assignes and all and every other person or persons whatsoever Shall and will Warrant and for ever Defend  
 [p. 28] by these Presents And th<sup>e</sup> s<sup>d</sup> John Tompkinson for himselfe his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Doth Covenant and graunt to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> James Macky his heires and assignes th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes Shall be well and Sufficiently from time to time and at all times Saved and kept harmeles by the s<sup>d</sup> John Tompkinson his heires Execut<sup>rs</sup> and Administrat<sup>rs</sup> of and from all Manner of former graunts Bargaines Leases Joyntures Dowers Titles of Dowers rents or Arrearages of Rents forfeitures fines and of and from any other Titles or Troubles Charges demand or other Incumbrances whatsoever had done made Comitted Suffered or omitted by any person or Persons whatsoever (th<sup>e</sup> Rents and Services which from henceforth from time to time for or in Respect of th<sup>e</sup> premises shall grow due or Payable to th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> fee or fees of th<sup>e</sup> premises foreprized and excepted) touching or Concerning th<sup>e</sup> Premises And Further th<sup>e</sup> s<sup>d</sup> John Tompkinson for himselfe his heires Execut<sup>rs</sup> and Administrators Shall and Will from time to time during th<sup>e</sup> Space of five yeares next ensuing th<sup>e</sup> date of these Presents at and upon th<sup>e</sup> Reasonable request, & at th<sup>e</sup> Cost and Charges in th<sup>e</sup> Lawe of th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes Make doe Performe acknowledge all and every such further Lawfull and Reasonable Act and Acts, thing, and thinges device and Devices Assurance and Assurances and other Conveyance in th<sup>e</sup> Law whatsoever for th<sup>e</sup> further Better & more Perfect Assurance Sure Making and Conveying of all and Singular the before hereby graunted Premises with their, & every of their Appurtenances unto th<sup>e</sup> s<sup>d</sup> James Macky his heires and Assignes for ever In Witnes whereof th<sup>e</sup> Parties above Named to these Present Indentures have Interchangeably Set their hands and Seales th<sup>e</sup> Day & yeare above Written.

Signed Sealed and Delivered  
 in psence of us

William Price

George Thompson

Signum

John  Tompkinson

Thomas Baker Acknowledged this following Conveyance of Land to Edward Powell at th<sup>e</sup> C<sup>t</sup> held in th<sup>e</sup> County of Charles County in th<sup>e</sup> Monthe of August 1668.

This Indenture Made th<sup>e</sup> Eleaventh Day of August Annoq Dni 1668 Between Thomas Baker of Charles County in th<sup>e</sup> Province of Maryland Planter of th<sup>e</sup> one Part and Edward Powell of th<sup>e</sup> Same County and Province afores<sup>d</sup> Sawyer on th<sup>e</sup> other Part Witnesseth

That th<sup>e</sup> s<sup>d</sup> Thomas Baker as well for and in Consideration of th<sup>e</sup> full Summe of Foure Thousand Pounds of Tobaccoc in Caske in hand paid him before th<sup>e</sup> ensealing and Delivery hereof by the s<sup>d</sup> Edward Powell whereof and wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thomas Baker doth Acknowledge himselfe to be fully Satisfied Contented, & Paid and thereof and of every part and parcell thereof doth Acquitt and Discharge th<sup>e</sup> s<sup>d</sup> Edward Powell his Execut<sup>rs</sup> and Administrators and every of them by these presents as allsoe for diverse good Causes and Considerations him thereunto Moving Have Graunted Bargained, and Assigned Sett over and Confirmed and by these Presents doe fully Clearly and Absolutely Graunt Bargaine Sell assigne Set over and Confirme unto th<sup>e</sup> s<sup>d</sup> Edward Powell his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes all th<sup>t</sup> Parcell of Land Scituate Lyeing and Being in Charles County upon th<sup>e</sup> North Side of Potomack River Beginning at a Marked oake Standing by th<sup>e</sup> Rising of a Hill going from Francis Popes to Thomas Bakers and Standing upon th<sup>e</sup> North Side of Potomack River side from thence Running up Potomack River and Bounding by th<sup>e</sup> River North and west for one Hundred and twelve perches to a Marked Spanish oake Standing by the River side in a Valley from thence Running up the said Valley to a Lined Poplar from thence Running East Northeast up the s<sup>d</sup> Valley for Sixtie foure Perches to a Marked Poplar from thence to an oake to th<sup>e</sup> head of a Valley East and by South from thence downe th<sup>e</sup> Valley nearest East and by North to Richard Dods Line tree to a Marked Chesnut Standing by th<sup>e</sup> Valley side from thence Running South and by west to a Marked Hickorie Standing at th<sup>e</sup> head of a Valley from thence Running downe th<sup>e</sup> Valley to th<sup>e</sup> Marsh side and soe along th<sup>e</sup> Marsh and Bounded by the Marsh to th<sup>e</sup> first Bound tree All and Singular w<sup>ch</sup> said Parcell of Land w<sup>th</sup> all and Singular th<sup>e</sup> houses Buildings Structures or edifices whatsoever unto th<sup>e</sup> s<sup>d</sup> Land Belonging together with all orchards gardens pastures Feedings, Commons of Pastures Range for hogges Woods underwoods waters Water Courses Fishings Fowlings waies easem<sup>ts</sup> Proffits Commodities and hereditam<sup>ts</sup> whatsoever unto th<sup>e</sup> s<sup>d</sup> parcell of Land Belonging or in any Manner of waies appertaining To Have and to Hold th<sup>e</sup> s<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> premises aforementioned to be hereby Bargained and Sold w<sup>th</sup> th<sup>e</sup> Appurtenances and everie part and Parcell thereof whatsoever before Named, or Recited unto th<sup>e</sup> s<sup>d</sup> Edward Powell his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes for ever yeilding and Paying therefore yearly at th<sup>e</sup> Dwelling House of Thomas Bakers one Bushell of shulld good Indian Corne at or upon th<sup>e</sup> Nativitie of our Lord and Saviour Jesus Christ to him th<sup>e</sup> s<sup>d</sup> Thomas Baker his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes at th<sup>e</sup> time and place as afores<sup>d</sup> And th<sup>e</sup> s<sup>d</sup> Thomas Baker for himselfe his Heires Exec<sup>rs</sup> and Admin<sup>rs</sup> Doe Covenant graunt and Agree to and with th<sup>e</sup> s<sup>d</sup> Edward Powell his heires Exec<sup>rs</sup> Admin<sup>rs</sup> and Assignes and

Liber D

[p. 29]

Liber D everie of them by these Presents That th<sup>e</sup> s<sup>d</sup> Edward Powell his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes Shall and may Lawfully peaceably and quietlie Have Hold occupie Possesse and enjoy all and Singular th<sup>e</sup> Before graunted Premises by these presents Bargained and Sold and every part and Parcell thereof w<sup>th</sup> every th<sup>e</sup> [p. 30] Rights Members and Appurtenances without th<sup>e</sup> Lawfull Lett Suite Trouble eviction expulsion Interruption or Demand of or by th<sup>e</sup> s<sup>d</sup> Thomas Baker or of or by his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> or any or either of them or of or by anie other person or persons whatsoever Lawfully Claiming from by or under them or anie of them or their or any of their uses or by from or under their or anie of their Titles estates Meanes or Procurem<sup>ts</sup> as allsoe acquitted and discharged or within Convenient time after Reasonable Request Made well and Sufficiently Saved and kept harmles of and from all Manner of former and other Bargaines Sales estates former Leases Titles Dowes Rights or Titles of Dowes Jointures uses Entailes Wills Rent Charges Rent Services Arrearages of rents Statutes Recognizances Judgm<sup>ts</sup> Execu<sup>cons</sup> titles troubles Charges and Demands whatsoever had Made Done Committed or Wittingly or Willingly Suffered by the s<sup>d</sup> Thomas Baker his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> or any or either of them or of or by any other person or Persons whatsoever Lawfully Claiming by from or under them or any of them or to their or any of their uses or by their or any of their Title estate Meanes or Procurem<sup>ts</sup> And th<sup>e</sup> s<sup>d</sup> Thomas Baker for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> all and Singular th<sup>e</sup> Before Bargained premises w<sup>th</sup> their appurtenances and every Part and Parcell thereof unto th<sup>e</sup> s<sup>d</sup> Edward Powell his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes to th<sup>e</sup> intent and Meaning afores<sup>d</sup> Shall and Will Warrant and for ever Defend by these Presents In Witnes whereof th<sup>e</sup> Parties above Named to these present Indentures have interchangeably Set to their hands and Seales th<sup>e</sup> Day and yeare first above written

Thomas T Baker

Signed Sealed and Delivered Signum    ○  
in th<sup>e</sup> p<sup>s</sup>ence of us  
Benjamin Rozer  
Jonathan Marler

Thomas Stone and John Stone Acknowledged this following Conveyance of Land to Thomas King at th<sup>e</sup> C<sup>rt</sup> held in Charles County in th<sup>e</sup> Monthe of August 1668

This Indenture Made th<sup>e</sup> eighth Day of August in th<sup>e</sup> yeare of our Lord one thousand Sixe hundred Sixty eight Between Thomas Stone and John Stone of Charles County in th<sup>e</sup> Province of Maryland gent of th<sup>e</sup> one Part and Thomas King of th<sup>e</sup> same Place on th<sup>e</sup> other Part Witnesseth That Whereas Jeremy Dickenson did for a Valueable Consideration Sell unto Rich<sup>d</sup> Stone of th<sup>e</sup> s<sup>d</sup> Place gent a Parcell of Land as by Indenture Dated th<sup>e</sup> eighth Day of January

one Thousand Sixe hundred Sixty Seaven Relaçon being thereunto had may More at large Apppeare which said Land being by th<sup>e</sup> Death of th<sup>e</sup> s<sup>d</sup> Richard Stone fallen into th<sup>e</sup> hands and Possession of th<sup>e</sup> aboves<sup>d</sup> Thomas Stone and John Stone Now these Presents Witnesseth That th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone as well for and In Consideration of th<sup>e</sup> Summe of Seaven Thousand Pounds of tobaccoe and Caske and two Serv<sup>ts</sup> unto th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone in hand Paid by th<sup>e</sup> s<sup>d</sup> Thomas King whereof and wherewith th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone doe Acknowledge th<sup>e</sup> Receipt and themselves to be therew<sup>th</sup> fully Satisfied Contented and Paid and thereof and of and from every part and parcell doe Acquitt and discharge th<sup>e</sup> s<sup>d</sup> Thomas King his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> by these presents As allsoe for Diverse other good Causes and Considerations them thereunto Moving Have given graunted aliened Bargained Sold enfeofed and Confirmed, and by these presents Doe fully Clearly and Absolutely Give graunt Alien Bargaine Sell Enfeofe and Confirme unto th<sup>e</sup> s<sup>d</sup> Thomas King his heires, and Assignes for ever all th<sup>t</sup> parcell or Tract of Land Lyeing on th<sup>e</sup> North Side of Avon River or Nangemy next adjoining to Land of Cap. William Stone Called Poynton Mannor first in th<sup>e</sup> Possession of M<sup>r</sup> James Lyndsey then in th<sup>e</sup> Possession of Jeremiah Dickenson afterwards in th<sup>e</sup> Possession of M<sup>r</sup> Richard Stone and now in th<sup>e</sup> Possession of th<sup>e</sup> s<sup>d</sup> Thomas King being Laid out for five hundred Acres Butted, and Bounded as by Pattent Relaçon being thereunto had may more at Large appeare together w<sup>th</sup> all Writings Deeds, Charters Manuscripts or Papers touching or Concerning th<sup>e</sup> same w<sup>th</sup> all and Singular its Rights Members Jurisdictions and appurtenances together w<sup>th</sup> all waies, Proffits, easem<sup>ts</sup> Water Courses Meadows, feedings, Pastures Woods underwoods Commodities hereditaments and appurtenances whatsoever to th<sup>e</sup> Land and premises or to anie part or Parcell thereof Belonging or in any Wise appertaining And allsoe all th<sup>e</sup> estate Right title interest use property Claime and demand of them th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone or either of them their or either of their heires Execut<sup>rs</sup> or Admin<sup>rs</sup> of in or to th<sup>e</sup> same To Have, and to Hold th<sup>e</sup> afores<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> Premises before graunted Bargained and Sold with their and every of their Rights Members and appurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> Thomas King his heires and Assignes for ever And th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone doe for themselves their heires Execut<sup>rs</sup> and Administrators Covenant Promise and graunt to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thomas King his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes th<sup>t</sup> they th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone now are Lawfully and Justly Possessed of a just and due title and Claime in Law of and in th<sup>e</sup> before Bargained Premises, & Have full, and Absolute Power to Bargaine, Sell and assure th<sup>e</sup> same And th<sup>t</sup> th<sup>e</sup> Premises Now are and for ever after shall be and Continue free and Cleare and freely and Clearly

Liber D

[p. 31]

Liber D acquitted exonerated and Discharged of and from all and Singular other former Bargaines Sales gifts graunts Leases rents arrearages of rents rent Charges Mortgages Joyntures Dowes Rights and titles of Dowes Claimes Demands or Incumbrances whatsoever by them or any of them formerly had Done, or Committed or to be had done or Committed And th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone for themselves their heires Execut<sup>rs</sup> Admin<sup>rs</sup> th<sup>e</sup> afores<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> Premises before graunted Bargained and Sold w<sup>th</sup> th<sup>e</sup> Appurtenances unto th<sup>e</sup> s<sup>d</sup> Thomas King his heires and Assignes for ever ag<sup>t</sup> them th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone their heires and Assignes, & ag<sup>t</sup> all and every Person or persons whatsoever Lawfully Claiming from by or under them or any

[p. 32] of them and ag<sup>t</sup> all other Person or Persons whatsoever Shall and Will Warrant and for ever Defend by these presents And th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone doe for themselves their Heires Execut<sup>rs</sup> and Administrat<sup>rs</sup> Covenant Promise Graunt, and Agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thomas King his heires and Assignes and every of them by these Presents That th<sup>e</sup> s<sup>d</sup> Thomas King his heires and Assignes and every of them Shall and May by force and virtue of these Presents from time to time and at all times for ever hereafter Lawfully Peaceably quietly Have Hold use occupie and Possesse th<sup>e</sup> s<sup>d</sup> Land and all and Singular th<sup>e</sup> Premises before graunted w<sup>th</sup> their and every of their Rights Members and appurtenances and have Receive, & take th<sup>e</sup> Rents issues and Proffits thereof to his and their own Proper use and Behoofoe without any Manner of Lett Suite, trouble, Eviction or Interruption of or by th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone or either of them or either of their Heires Execut<sup>rs</sup> Admin<sup>rs</sup> or any of them or of or by any other Person or Persons The Rents and Services w<sup>ch</sup> from time to time from henceforth for and in Respect of th<sup>e</sup> first Mentioned Premises hereby Sold Shall grow due and Payable to th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> fee or fees thereof for or in Respect of their Seigniory or Seigniories only excepted and foreprized And th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone Doe further Covenant & Promise to and with th<sup>e</sup> s<sup>d</sup> Thomas King his heires and Assignes th<sup>t</sup> they th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone their Heires Execut<sup>rs</sup> and Administrat<sup>rs</sup> Shall and Will at anie time or times within Seaven yeares next following upon th<sup>e</sup> Request and at th<sup>e</sup> Cost and Charges in th<sup>e</sup> Law of th<sup>e</sup> s<sup>d</sup> Thomas King his heires or Assignes Make Seale, & Deliver Such further Assurance & Assurances for th<sup>e</sup> s<sup>d</sup> Premises as he th<sup>e</sup> s<sup>d</sup> Thomas King his heires or Assigns or any of them or their or any of their Councel Learned in th<sup>e</sup> Lawe Shall them th<sup>e</sup> s<sup>d</sup> Thomas Stone and John Stone their heires Execut<sup>rs</sup> or Administrat<sup>rs</sup> or any of them thereto Require In Witnes whereof th<sup>e</sup> Parties first above Mentioned to these present Indentures have Interchangeably Set their hands and Seales th<sup>e</sup> Day and yeare above Written

Thomas Stone ○  
John Stone ○

Memorandū th<sup>e</sup> Within Mentioned Indenture was Sealed Signed Liber D  
and Delivered in th<sup>e</sup> Presence of us Stephen Montague  
John Godshall

Thomas Allanson Acknowledged this following Conveyance Land to Nicholas Emanson at th<sup>e</sup> Court held in Charles County in th<sup>e</sup> Monthe of August 1668.

This Indenture Made this Tenth Day of August Anno Dni one Thousand Sixe Hundred Sixty and eight Between Thomas Allanson of Charles County in th<sup>e</sup> Province of Maryland gent of th<sup>e</sup> one Part and Nicholas Emanson of th<sup>e</sup> Same Place Inholder of th<sup>e</sup> other pty Witnesseth That th<sup>e</sup> s<sup>d</sup> Thomas Allanson for and in Consideration of th<sup>e</sup> Summe of five Thousand Pounds of Good and Lawfull Tobaccocoe to him in hand Paid by Nicholas Emanson The Receipt whereof th<sup>e</sup> s<sup>d</sup> Thomas doth hereby Acknowledge And himselfe to be fully Satisfied Paid and Contented & thereof and therefrom and of and from every Part and Parcell thereof Doth Acquitt exonerate and Discharge th<sup>e</sup> s<sup>d</sup> Nicholas Hath Bargained Sold Aliened Assigned Enfeoffed and Set over and by these Presents doe for and from him his heires Execut<sup>rs</sup> and Admin<sup>rs</sup> Bargaine Sell Alien Assigne enfeoffe and Set over unto th<sup>e</sup> s<sup>d</sup> Nicholas Emanson one tract or Parcell of Land Containing two Hundred acres Scituate Lyeing and Being on th<sup>e</sup> South Side of Mattawoman Creeke in Pascatoway River Commonly known or Called by th<sup>e</sup> Name of Howland Late Belonging to George Howes deceased and from him purchased by Thomas Allanson afores<sup>d</sup> as By Conveyance from Henry Frankam of Charles County Rela<sup>con</sup> being thereto Had may more at Large appeare together w<sup>th</sup> all and Singular Pattents Papers writeings evidences or Manuscripts touching or in any wise Concerning th<sup>e</sup> same w<sup>th</sup> all and Singular Rights priviledges proffits or Benefits thereunto Belonging or in any wise appertaining To Have and to Hold th<sup>e</sup> s<sup>d</sup> Tract of two Hundred Acres Be it More or Lesse unto th<sup>e</sup> s<sup>d</sup> Nicholas Emanson his Heires and Assignes for ever And th<sup>e</sup> s<sup>d</sup> Thomas Allanson doth for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes Covenant Promise and Agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Nicholas Emanson his Heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes That he th<sup>e</sup> s<sup>d</sup> Thomas Allanson now is Lawfully and justly Possessed of a just & due title & claime in Law of and in th<sup>e</sup> Before Bargained Premises and hath full and Absolute Power to Bargaine Sell and Alien th<sup>e</sup> same And th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Premises now are and for ever after Shall be free and Cleare and freely Acquitted exonerated and Discharged of and from all and Singular former and other Bargaines Sales gifts graunts Leases Rents Arrearages of rents Rent Charges Mortgages Joyntures Dowers Rights or Titles of Dower Claimes or demands whatsoever of any Person or Persons formerly had done or Comitted or to be Had Made Comitted or done And th<sup>e</sup> s<sup>d</sup> Thomas Doth for himselfe his heires Execut<sup>rs</sup> & Admin<sup>rs</sup> Covenant Promise and





James Littlepage and Robert Littlepage of Charles County and of  
th<sup>e</sup> Province afores<sup>d</sup> Planters on th<sup>e</sup> other Part Witnesseth That th<sup>e</sup> Liber D  
s<sup>d</sup> George Harris as well for and in Consideration of tenn Thousand  
Pounds of tobaccoe and Caske by three Severall Bills Past to th<sup>e</sup> s<sup>d</sup>  
George Harris Before th<sup>e</sup> Ensealing and Deliverie hereof by the  
s<sup>d</sup> James and Rob<sup>t</sup> Littlepage th<sup>e</sup> first Payment to be Made th<sup>e</sup>  
tenth of october Anno 1668 is to be Two Thousand Sixty and Sixe  
pounds of tobaccoe and Caske The Second Paym<sup>t</sup> to be Made th<sup>e</sup>  
tenth of october Anno 1669 to be foure Thousand Pounds of to-  
baccoe and Caske The Third and Last Payment to be Made the  
tenth of october Anno 1670 is to be foure Thousand Pounds of [p. 35]  
tobaccoe as at Large it Appeareth by the three Severall Bills Past  
Bearing one Date to th<sup>e</sup> George Harris Whereof and wherewith th<sup>e</sup>  
s<sup>d</sup> George Harris doth Acknowledge himselfe Satisfied Contented  
and Paid Thereof and of everie Part and Parcell thereof doth Acquitt  
and Discharge th<sup>e</sup> s<sup>d</sup> James and Rob<sup>t</sup> Littlepage their heires Execut<sup>rs</sup>  
Administrators and Assignes and every of them by these Presents As  
allsoe for Diverse good Causes and Considerations Him thereunto  
Moving Hath graunted Bargained enfeoffed Sold Set over and as-  
signed and Confirmed and by these Presents doe fully Clearly and  
absolutely graunt Bargaine Sell enfeoffe Assigne set over and Con-  
firm unto th<sup>e</sup> s<sup>d</sup> James and Rob<sup>t</sup> Littlepage them their heires Execut<sup>rs</sup>  
and Admin<sup>rs</sup> all th<sup>t</sup> Parcell of Land Called by th<sup>e</sup> Name of Effton Hills  
Scituate Lyeing and being on th<sup>e</sup> North side of a Creeke Called  
Burdits Creeke Beginning at a Bounded oake th<sup>e</sup> Bound tree of th<sup>e</sup>  
Land formerly Laid out for M<sup>ris</sup> Verlinda Stone Standing on th<sup>e</sup>  
side of th<sup>e</sup> Maine fresh neare th<sup>e</sup> head of th<sup>e</sup> s<sup>d</sup> Creeke and Running  
down th<sup>e</sup> Fresh east by North from th<sup>e</sup> s<sup>d</sup> oake for th<sup>e</sup> Length of  
foure Hundred and twenty Peaches to a Bounded oake Standing  
by th<sup>e</sup> Creeke side Bounding on th<sup>e</sup> east by a line Drawn North  
into th<sup>e</sup> Woods for th<sup>e</sup> Length of three hundred and twenty Perches  
by th<sup>e</sup> Land formerly Laid out for Samuel Palmer to a Bound  
Pokikory standing on th<sup>e</sup> High grounds on th<sup>e</sup> North by a Line  
drawne west South West from th<sup>e</sup> s<sup>d</sup> Pokikory for th<sup>e</sup> Length of one  
Hundred and fiftie Peaches to a Bounded oake th<sup>t</sup> Intersects a  
Paralell Line Drawn South to th<sup>e</sup> s<sup>d</sup> land of M<sup>ris</sup> Verlinda Stone  
on th<sup>e</sup> West w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Land, & Paralell on th<sup>e</sup> South w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Creeke  
Containing and Now Laid out for five Hundred acres More or Lesse  
th<sup>e</sup> s<sup>d</sup> Land Being taken up by th<sup>e</sup> s<sup>d</sup> George Harris th<sup>e</sup> Pattent  
Bearing date th<sup>e</sup> fifth of February th<sup>e</sup> five and Thirtieth yeare of his  
Lordships Dominion over this s<sup>d</sup> Province Anno Dni 1666 and Now  
in th<sup>e</sup> Possession of th<sup>e</sup> aboves<sup>d</sup> James and Rob<sup>t</sup> Littlepage All and  
Singular w<sup>ch</sup> s<sup>d</sup> Parcell of Land together w<sup>th</sup> all Houses thereon  
Erected Buildings Structures edifices whatsoever thereunto Belong-  
ing or appertaining together w<sup>th</sup> all th<sup>e</sup> orchards gardens Pastures  
feedings Commons Common of Pasture Range for hogges Woods  
underwoods Waters Water Courses Fishings Fowlings Waies

Liber D Easem<sup>ts</sup> Proffits Commodities, hereditam<sup>ts</sup> whatsoever unto th<sup>e</sup> s<sup>d</sup> Land Belonging or in any Manner of way appertaining To Have and to Hold th<sup>e</sup> s<sup>d</sup> Parcell of Land & all and Singular th<sup>e</sup> Premises before Mentioned to be hereby Bargained, and Sold w<sup>th</sup> their Ap-  
 [p. 36] purtenances thereto Belonging and every Part and Parcell thereof whatsoever Before Named or Recited unto th<sup>e</sup> s<sup>d</sup> James and Robert Littlepage their Heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes for ever yeilding or Paying therefore yearely to th<sup>e</sup> R<sup>t</sup> Hon<sup>ble</sup> th<sup>e</sup> Lord Proprietor of this Province th<sup>e</sup> Rents Due for th<sup>e</sup> s<sup>d</sup> Land at th<sup>e</sup> Feast of th<sup>e</sup> Nativity of our Blessed Lord and Saviour Jesus Christ if th<sup>e</sup> same be Lawfully demanded And th<sup>e</sup> s<sup>d</sup> George Harris for himselfe his heires Execut<sup>rs</sup> & Administrat<sup>rs</sup> Doe Covenant and agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> James & Rob<sup>t</sup> Littlepage them their Heires Exec<sup>rs</sup> Admin<sup>rs</sup> and Assignes and every of them by these Presents That they th<sup>e</sup> s<sup>d</sup> James and their Heires Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes Shall and may peaceably, and quietly Have hold occupie Possesse and enjoy all and Singular th<sup>e</sup> Premises Bargained and Sold, and every part and parcell thereof w<sup>th</sup> every th<sup>e</sup> Rights Members and Appurtenances without th<sup>e</sup> Lett trouble Suite eviction, exquieten interruption or demand of or by th<sup>e</sup> s<sup>d</sup> George Harris or of or by his Heires Execut<sup>rs</sup> and Admin<sup>rs</sup> or any or either of them or of or by any other Person or Persons Lawfully Claiming from by or under them or any of them to their or any of their uses or By from or under their or any of their Titles estates Meanes or Procurem<sup>ts</sup> as allsoe Acquitt and Discharge within Convenient time after Reasonable Request made Well and Sufficiently Saved and kept Harmles of and from all Manner of former Bargaines Sales estates Former Leases titles, Dowers Rights, or Titles of Dowers Joyntures uses entailes Wills Rent Charges Rent Services Arrearages of rents Statutes Recognizances Judgments Execu<sup>cons</sup> Titles, troubles, Charges and Demands whatsoever Had done Made Comitted or Wittingly or Willingly Suffered by th<sup>e</sup> s<sup>d</sup> George Harris or any or either of them or of by anie other Person or persons Whatsoever Lawfully Claiming By from or under them or any of them or to their or any of their uses, or By their or any of their Titles estates Meanes or Procurements Provided th<sup>e</sup> aforementioned Bills be Paid unto th<sup>e</sup> s<sup>d</sup> George Harris his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes at th<sup>e</sup> time before expressed, or else upon Default or Nonpayment by th<sup>e</sup> s<sup>d</sup> James & Rob<sup>t</sup> Littlepage their Heires execut<sup>rs</sup> Administrat<sup>rs</sup> or Assignes of th<sup>e</sup> Same or any Part or Parcell thereof Then th<sup>e</sup> afores<sup>d</sup> Land with all and Singular its Rights Members Jurisdictions and appurtenances Shall Returne to th<sup>e</sup> Proper use and Behoofoe of th<sup>e</sup> s<sup>d</sup> George Harris his heires Executors Admin<sup>rs</sup> and Assignes and th<sup>e</sup> Present Indenture to be void and of none effect And th<sup>e</sup> s<sup>d</sup> George Harris for himselfe his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> & assignes All and Singular th<sup>e</sup> Before Bargained premises w<sup>th</sup> their appurtenances and every Part and

Parcell thereof unto th<sup>e</sup> s<sup>d</sup> James and Rob<sup>t</sup> Litlepage their heires  
 Executors, Administrat<sup>rs</sup> and Assignes all and Singular th<sup>e</sup> Before  
 Bargained Premises w<sup>th</sup> their Appurtenances & everie part, and  
 parcell thereof unto th<sup>e</sup> s<sup>d</sup> James and Robert Litlepage their Heires  
 Executors Administrators or Assignes to th<sup>e</sup> intent and Meaning  
 afores<sup>d</sup> shall and Will Warrant & for ever Defend by these Presents  
 In Witnes whereof th<sup>e</sup> Parties first above Mentioned to these  
 Present Indentures Interchangeably have set their hands and Seales  
 th<sup>e</sup> Day and yeare above Written.

Signed Sealed and Delivered  
 in th<sup>e</sup> p<sup>s</sup>ence of us

Owen Jones

his

William *W* James  
 Marke

George *GH* Harris  
 Marke

Satisfied, Interlined Between th<sup>e</sup>  
 tenth & eleaventh Lines And shall  
 Returne Interlined Between th<sup>e</sup>  
 Sixe and Seaven Lower Lines  
 agreed upon before assigned

Know all Men by these Presents That I Andrew Watson of th<sup>e</sup>  
 County of Stafford doe Hereby Constitute and Appoint and in my  
 place and Stead ordaine and Make John Bolton of th<sup>e</sup> afores<sup>d</sup> County  
 my true and Lawfull Attorney to acknowledge a Parcell of Land  
 unto Gerrard Browne of Charles County in th<sup>e</sup> Province of Mary-  
 land And what my said Attorney shall Doe in th<sup>e</sup> premises I doe  
 Ratife and Confirme Witnes my Hand and scale th<sup>e</sup> 10<sup>th</sup> of August  
 1668.

Test Nicholas Rawlins  
 Samuel Hayward

Andrew *AV* Watson  
 marke

Cler Cor<sup>m</sup> Stafford

This Indenture Made this tenth Day of November in th<sup>e</sup> yeare of  
 our Lord one Thousand Sixe hundred Sixty eight Betwixt Andrew  
 Watson of th<sup>e</sup> County of Stafford in Virginey Planter of th<sup>e</sup> one  
 part and Gerrard Browne of Charles County in th<sup>e</sup> Province of  
 Maryland of th<sup>e</sup> other Party Witnesseth That th<sup>e</sup> said Andrew  
 Watson as well for and in Consideration of th<sup>e</sup> Summe of foure  
 thousand five hundred Pounds of tobaccoe, & Caske before th<sup>e</sup> en-  
 sealing and Deliverie hereof by th<sup>e</sup> s<sup>d</sup> Gerrard Browne paid whereof  
 and wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Andrew Watson Doth Acknowledge himsele  
 fully Satisfied and Contented and thereof and of every part and  
 parcell thereof Doth acquitt Release and Discharge th<sup>e</sup> s<sup>d</sup> Gerrard  
 Brown his heires Executors & Admin<sup>rs</sup> by these Presents as allsoe  
 for diverse other good Causes and Considerations him thereunto  
 Moving Hath Given graunted Aliened Bargained Sold enfeoffed and  
 Confirmed And by these Presents Doth fully Clearly and Abso-  
 lutely give Graunt Alien enfeoffe Bargaine Sell, and Confirme unto  
 th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires and Assignes for ever Seaventy five  
 Acres of Land Being part of a greater Divident sold from Richard  
 True of Charles County Boatewright to me th<sup>e</sup> s<sup>d</sup> Andrew Watson

Liber D and formerly Belonging to Captain William Boorman Beginning at a Marked oake being th<sup>e</sup> Dividing tree Between Richard True and Andrew Watson Standing in th<sup>e</sup> Low ground neare th<sup>e</sup> fresh Runne [p. 38] and Running East North East into th<sup>e</sup> Woods for th<sup>e</sup> Length of toe Hundred and Fifty perches to an oake Bounding on th<sup>e</sup> east with a Line Drawn Nore West eighty five perches to an oake on th<sup>e</sup> North with a Line drawn West from th<sup>e</sup> end of th<sup>e</sup> former Line to an oake Bounding upon th<sup>e</sup> side of th<sup>e</sup> Fresh runne of Nangemy Creeke on th<sup>e</sup> West w<sup>th</sup> th<sup>e</sup> Fresh on th<sup>e</sup> South containing and Laid out for Seaventy five acres Be it more or lesse w<sup>th</sup> all and Singular its rights Members Jurisdictions & appurtenances together w<sup>th</sup> all Houses Buildings orchards gardens yards Backsides Easem<sup>ts</sup> Lands tenem<sup>ts</sup> Meadows Feedings pastures Woods underwoods Waies Proffits hereditam<sup>ts</sup> and appurtenances whatsoever to th<sup>e</sup> s<sup>d</sup> Land and Premises or to any part or parcell thereof Belonging or in any Manner of waies Appertaining and allsoe all th<sup>e</sup> estate right, title, interest use Property Claime or demand whatsoever of him th<sup>e</sup> s<sup>d</sup> Andrew Watson of, in, or to th<sup>e</sup> same and all Deeds Writeings and evidences whatsoever touching or Concerning th<sup>e</sup> Premises or any part or Parcell thereof To Have and to Hold th<sup>e</sup> afores<sup>d</sup> Parcell of Land and all and Singular th<sup>e</sup> Premises w<sup>th</sup> their and every of their Rights Members and appurtenances whatsoever unto th<sup>e</sup> said Gerrard Browne his heires and Assignes for ever and th<sup>e</sup> s<sup>d</sup> Andrew Watson Doth for himselfe his heires Executors and Assignes Covenant promise and graunt to and with th<sup>e</sup> said Gerrard Browne his heires and assignes th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Andrew Watson Now is Lawfully and justly Possessed of a just and due title and Claime in Law of and in th<sup>e</sup> Before Bargained premises and hath full and absolute Power to Bargaine Sell, & assure th<sup>e</sup> same and th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Premises now are and for ever hereafter shall be and Continue free, & Cleare and freely and Clearly acquitted exonerated and Discharged of and from all and Singular other Bargaines sales gifts graunts Leases rents arrearages of rents rent Charges Mortgages Jointures Dowers rights and titles of Dowers Claimes and Demands whatsoever by him them or anie of them formerly had Done or Comitted or to be had Done or Committed And th<sup>e</sup> s<sup>d</sup> Andrew Watson for himselfe his heires Executors and Admin<sup>rs</sup>. th<sup>e</sup> afores<sup>d</sup> parcell of Land and all and Singular other th<sup>e</sup> premises before Graunted Bargained and Sold with th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires and assignes for ever ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> Andrew Watson his heires and assignes and ag<sup>t</sup> all and every person or persons whatsoever Lawfully Claiming from by or under him them or anie of them and ag<sup>t</sup> all other persons whatsoever Shall and Will Warrant and for ever Defend by these presents And th<sup>e</sup> s<sup>d</sup> Andrew Watson for himselfe his heires Executors and Admin<sup>rs</sup> Doth Covenant promise graunt and Agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires and assignes for ever and every of them by these presents th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Gerrard

Browne his heires and Assignes and everie of them Shall and May by force and virtue of these presents from time to time and at all times hereafter for ever Lawfully quietly peaceably Have hold use occupie Possesse and enjoy th<sup>e</sup> s<sup>d</sup> Land, & all and Singular th<sup>e</sup> Before graunted Premises with their & every of their Rights Members and appurtenances & have Receave and take th<sup>e</sup> Rents issues and proffits thereof to his and their own proper use and Behoofe without any Manner of Lett trouble eviction or Interruption of or By th<sup>e</sup> s<sup>d</sup> Andrew Watson his heires Executors Admin<sup>rs</sup> or Assignes or any of them or of or By anie other person or persons The Rents and Services w<sup>ch</sup> from henceforth from time to time for or in Respect of th<sup>e</sup> aforementioned premises hereby Sold Shall growe due and Payable to th<sup>e</sup> Cheife Lord or Lords of th<sup>e</sup> fee or fees thereof for or in Respect of his or their Seigniory or Seigniories only excepted and foreprized And th<sup>e</sup> s<sup>d</sup> Andrew Watson doth for himselfe his heires Execut<sup>rs</sup> Admin<sup>rs</sup> Further Covenant and Promise to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes That he th<sup>e</sup> s<sup>d</sup> Andrew Watson his heires or Assignes Shall or will at anie time or times within Seaven yeares next following upon the Request and th<sup>e</sup> cost and Charge in th<sup>e</sup> Lawe of th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires or Assignes Make and Deliver such further Assurance and assurances for th<sup>e</sup> s<sup>d</sup> Premises as he th<sup>e</sup> s<sup>d</sup> Browne his heires or Assignes or any of them or his theires or anie of their Councill Learned in th<sup>e</sup> Law Shall him th<sup>e</sup> s<sup>d</sup> Watson his heires Execut<sup>rs</sup> Admin<sup>rs</sup> or Assignes or anie of them thereto require And he th<sup>e</sup> s<sup>d</sup> Andrew Watson for himselfe his heires Executors or Assignes all and Singular th<sup>e</sup> Before Bargained premises w<sup>th</sup> their appurtenances and every part and parcell thereof unto th<sup>e</sup> s<sup>d</sup> Gerrard Browne his heires or Assignes to th<sup>e</sup> intent and Meaning afores<sup>d</sup> Shall and will Warrant and for ever Defend by these Presents In Witnes whereof th<sup>e</sup> Parties first above Mentioned to these present Indentures inter-Changeably have Set their hands and Seales the Day and yeare first abovewritten.

Signed Sealed and Delivered

his  
Andrew **A V** Watson  
Marke

in p<sup>s</sup>ence of us

John Harris

his

Samuel **S** Rower

marke

This Indenture Made this eighth Day of September In th<sup>e</sup> yeare of our Lord 1668 Between John Caen of Charles County in th<sup>e</sup> Province of Maryland gent of th<sup>e</sup> one part and Rob<sup>t</sup> Casleton of th<sup>e</sup> s<sup>d</sup> Place Cooper of th<sup>e</sup> other Part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Cane for and in Consideration of th<sup>e</sup> Summe of Three Thousand five Hundred Pounds of Tobaccoe and Caske to him th<sup>e</sup> s<sup>d</sup> John Cane by the s<sup>d</sup> Rob<sup>t</sup> in hand Paid the Receipt whereof th<sup>e</sup> s<sup>d</sup> John Caen doth hereby

- Liber D acknowledge and thereof and therefrom and from everie part and Parcell thereof doth Acquitt exonerate and discharge th<sup>e</sup> s<sup>d</sup> Robert his heires executors and Administrators Hath graunted Bargained Sold aliened assigned, and Set over and by these presents Doth fully Clearelie, and Absolutely Graunt Bargaine Sell alien assigne and set over all th<sup>t</sup> Parcell of Land Called Napping lyeing in Charles Countie in th<sup>e</sup> Woods on th<sup>e</sup> West side of Portobaccoe or S<sup>t</sup> Thomas<sup>e</sup> Creeke
- [p. 40] Beginning at a Marked oake th<sup>e</sup> Bound tree of Garret Synnet and Running east for Breadth th<sup>e</sup> Length of fifty perches to a Marked oake th<sup>e</sup> Bound tree of Archibald Wayhop Bounding on th<sup>e</sup> east w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Wayhops Land by a Line drawne South from th<sup>e</sup> s<sup>d</sup> oake for th<sup>e</sup> Length of three hundred and twenty perches to a Bounded oake on th<sup>e</sup> South with a Line Drawne west from th<sup>e</sup> end of th<sup>e</sup> Former Line for th<sup>e</sup> Length of fiftie perches to a Bounded oake th<sup>t</sup> Standeth by a Pathe th<sup>t</sup> Leadeth to Mattawoman on th<sup>e</sup> West w<sup>th</sup> a Line drawne North from th<sup>e</sup> end of th<sup>e</sup> former Line to th<sup>e</sup> first Bounded oake of Garret Synnets on th<sup>e</sup> North with th<sup>e</sup> s<sup>d</sup> Synnets Land Containing and now Laid out for one Hundred Acres more or lesse together w<sup>th</sup> all Rights proffits and Benefits thereunto Belonging (Royall Mines excepted) To Have and to Hold th<sup>e</sup> Same unto th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Casleton his heires and assignes for ever to be Holden of th<sup>e</sup> R<sup>t</sup> Hon<sup>ble</sup> Caecilius Lord Proprietary &c and of them and their heires as of their Mannor of Zachaiah in free and Common Soccage by Fealty only for all Manner of Services yeilding and Paying therefore yearly unto them or their heires at their Receipt at S<sup>t</sup> Maries at th<sup>e</sup> two most usuall Feasts in th<sup>e</sup> yeare (viz<sup>t</sup>) At th<sup>e</sup> Feast of th<sup>e</sup> Anunciation of th<sup>e</sup> Blessed Virgin Mary and at th<sup>e</sup> Feast of S<sup>t</sup> Michael th<sup>e</sup> Arch Angell by even and equall Portions th<sup>e</sup> rent of Two Shillings Sterling in Silver or gold or th<sup>e</sup> full Value thereof in such Commodities as they or their heires or Such officer or officers appointed by them or their heires from time to time to Collect or Receave th<sup>e</sup> same shall Accept in discharge thereof at th<sup>e</sup> Choice of them and their heires or such officer or officers as afores<sup>d</sup> To Have and to Hold th<sup>e</sup> s<sup>d</sup> Tract of Land and Premises with their appurtenances and everie part and Parcell thereof unto th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Casleton his heires and assignes for ever And th<sup>e</sup> s<sup>d</sup> John Cane for himselfe his heires Execut<sup>rs</sup> and Administrators Doth Covenant, and graunt to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Casleton his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes and every of them by these Presents th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Casleton his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes Shall and may Lawfully Peaceably and quietly Have hold use occupie Possesse and enjoy all and all Manner of th<sup>e</sup> premises before and by these Presents graunted and Sold and everie part and parcell thereof w<sup>th</sup> every th<sup>e</sup> Rights Members and Appurtenances thereunto Belonging or in any way appertaining without th<sup>e</sup> Lawfull Lett suite trouble eviction expulsion Interruption or Demand of or By th<sup>e</sup> s<sup>d</sup> John Caen his heires Execut<sup>rs</sup> or Administrators or any

or either of them or of or by anie other person or persons Lawfully Claiming from by or under him them or anie of them or of or by his their or any of their Meanes act Consent title interest Privity or Procurement, & otherwaies from time to time well and Sufficiently Saved & kept harmles by th<sup>e</sup> s<sup>d</sup> John Cane his heires Execut<sup>rs</sup> Administrators and assignes of and from all and all Manner of former Dowers titles of Dowers Statutes Merchant and Staple Recognizance and every part and parcell thereof Shall be Construed esteemed and taken to be and enure to th<sup>e</sup> only Proper use and behoofe of th<sup>e</sup> s<sup>d</sup> Rob<sup>t</sup> Casleton his heires Execut<sup>rs</sup> Administrators and Assignes for ever and to noe other use intent & Purpose Whatsoever In Verity and truth hereof th<sup>e</sup> Parties above Mentioned have hereunto Interchangeably Set their Hands and Seales th<sup>e</sup> Day and yeare first above-written

Signed Sealed and Delivered  
in p<sup>s</sup>ence of us  
Samuel Cressey  
John Stone

his  
John + Caen O  
Marke

Att a Court held in Charles County on the 12<sup>th</sup> of January 1668/9

Present

M <sup>r</sup> Thomas Mathews }	M <sup>r</sup> Fran: Pope }
M <sup>r</sup> Joseph Harrison }	M <sup>r</sup> Hump: Warren }

M<sup>r</sup> Ignatius Causine p<sup>r</sup>sents a Servant named Thomas Ball to have his Age judged of & h<sup>i</sup>s judged to be seventeene yeares of Age or thereabouts

M<sup>r</sup> W<sup>m</sup> Barton p<sup>r</sup>sents a Servant named Thom: Ellis to be adjudged and th<sup>e</sup> said servant p<sup>r</sup>duceing an Indenture under th<sup>e</sup> seale of th<sup>e</sup> office and th<sup>e</sup> Deputy Registers hand where upon th<sup>e</sup> Court ordereth th<sup>t</sup> th<sup>e</sup> said Ellis shall serve noe more then five yeares according to the tenure of th<sup>e</sup> said Indenture

M<sup>r</sup> Thom: Hussy p<sup>r</sup>senteth a Servant named Peter Williams to be Adjudged & he is judged to be thirteene yeares old or thereabouts [p. 42]

John Wheeler p<sup>r</sup>sents a servant named Dorothy Hincks & she is judged to be about nineteene yeares of Age

M<sup>r</sup> W<sup>m</sup> Marshall p<sup>r</sup>sents a servant named Christopher Eure to be judged who is judged to be about nineteene yeares of Age

Likewise he p<sup>r</sup>sents another named Cornape Peesō who is judged to be about thirteen years old

Robert Clearke p<sup>r</sup>sents a Servant named Bearer Orson who is judged to be thirteene yeares old

John Paine p<sup>r</sup>sents a servant nam'd Geo: Attchison who is judged to be sixteene yeares old.

M<sup>r</sup> John Cage p<sup>r</sup>sents a servant nam'd Tho: Damer who is judged to be about seventeene years old

Liber D Stephen Champ p<sup>r</sup>sents his petition ag<sup>t</sup> Willi: Marshall produceing an Indenture signed by W<sup>m</sup> Barrett for five yeares whereupon he craveth order ag<sup>t</sup> W<sup>m</sup> Marshall as afore<sup>s</sup>d for a Discharge & for his Corne & Cloathes where upon it is ordered th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> servant be free & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Marshall pay him his Corne & Cloathes he makeing th<sup>e</sup> s<sup>d</sup> Marshall satisfaction for two daies comeing to Court & for th<sup>e</sup> Amercem<sup>t</sup> p<sup>d</sup> to th<sup>e</sup> Court for judging his Age

John borne of Phillis Hayward is by the Consent of th<sup>e</sup> Court & his Mother bound to M<sup>r</sup> W<sup>m</sup> Barton his heires or Assigns for 21 yeares he or they paying to him at th<sup>e</sup> Expiration of th<sup>e</sup> time according to th<sup>e</sup> Custome of th<sup>e</sup> Country to servants

{p. 43} {Tho: Hussy p<sup>l</sup>t  
John Munne Def<sup>t</sup>} Acc<sup>t</sup> Debt for 1050<sup>th</sup> Tobacc<sup>o</sup> p<sup>r</sup> bill

The p<sup>l</sup>t complaineth ag<sup>t</sup> the Defend<sup>t</sup> for th<sup>t</sup> the Defend<sup>t</sup> standeth indebted unto him by byll under his hand & seale bearing date the 14<sup>o</sup> of January 1667 in the Sum<sup>e</sup> of one thousand & fifty pounds of Tobacco as by th<sup>e</sup> s<sup>d</sup> byll may appeare & being there unto required hath refused & as yet doth refuse th<sup>e</sup> s<sup>d</sup> sum<sup>e</sup> of Tobacco to th<sup>e</sup> p<sup>l</sup>s Damage of one thousand five hundred pounds where upon he bringeth his suite and craveth order ag<sup>t</sup> the Defend<sup>t</sup> for th<sup>e</sup> s<sup>d</sup> sum<sup>e</sup> of Tobacco with Cost of Suite &c.

Where upon the Defendant pleading th<sup>t</sup> it was not demanded th<sup>e</sup> P<sup>l</sup>t enter'd his answer th<sup>t</sup> an Arrest is a sufficient Demand in law upon w<sup>ch</sup> it is order'd th<sup>t</sup> th<sup>e</sup> Defendant shall pay the debt & th<sup>e</sup> charge to be divided betweene them

Thomas Hussy upon his Lop<sup>s</sup> Answer to his peti<sup>o</sup>n p<sup>r</sup>sents a peti<sup>o</sup>n to th<sup>e</sup> Court for to take his evidence th<sup>t</sup> he was sick w<sup>ch</sup> hindred his Coming

Thomas Buckridge aged 26 yeares or there abouts Sworne & examined in open Court saith That on th<sup>e</sup> ninth of 9<sup>br</sup> Tho: Hussey was Distempered w<sup>th</sup> th<sup>e</sup> wind Collick & on th<sup>e</sup> 10<sup>o</sup> day he had a feaver w<sup>ch</sup> to out ward appearance hinder'd his Coming

{p. 44} Robert Cossleton craveth a continuance of the Attachm<sup>t</sup> ag<sup>t</sup> Joseph Edmonds estate till th<sup>e</sup> Court to be held in Charles County on the second Tuesday in March for 1238<sup>th</sup> of Tobacco w<sup>ch</sup> is granted

Witt Allen & John Munne acknowledge a Parcell of Land 300 Acres call'd the Doags Neck to Henry Aspinoll

This Indenture made this ninth day of Jan<sup>r</sup> One Thousand six hundred sixty eight betwixt John Munne & Will Allen of Charles County in th<sup>e</sup> Province of Maryland planters of th<sup>e</sup> one parte & Henry Aspinoll of th<sup>e</sup> same County & province planter of th<sup>e</sup> other parte witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Munn & W<sup>m</sup> Allen for & in con-



sideraçon of two hundred Acres of Land formerly belonging to Davy Liber D  
 Prichard & one hundred & fifty Acres of Land formerly survey'd for  
 Thom: Cole adjoyning to th<sup>e</sup> foreſd Prichards Land in Mattawoman  
 or St Thomas Creeke & for & in Consideraçon of foure thousand five  
 hundred pounds of Tobacco & Cask & eight thousand of nailes in  
 hand p<sup>d</sup> them before Ensealing & Delivery hereof Whereof & where [p. 45]  
 w<sup>th</sup> th<sup>e</sup> ſd John Munn & W<sup>m</sup> Allen doe acknowledge themselves fully  
 satisfied Contented & p<sup>d</sup> there of & every part & parcell thereof doe  
 acquit & Discharge Henry Aspinoll his heires Executors Adminis-  
 trat<sup>rs</sup> & every of them by this p<sup>r</sup>sence have granted bargained sold  
 assigned sett over & confirmed & by these p<sup>r</sup>sents doe full clearly &  
 absolutely grant bargaine sell assige set over and confirme unto  
 th<sup>e</sup> ſd Henry Aspinoll his heirs executors Administrators or assignes  
 all th<sup>t</sup> parcell of land lying in Charles County & called by the name  
 of the Dogs Neck situated & being on th<sup>e</sup> east side of Piscatua River  
 begining att a marked Oake standing at the river side being the  
 bound tree of the ſd Aspinoll and runing South east w<sup>th</sup> th<sup>e</sup> ſd Henry  
 Aspinolls lyne cross the neck to Chinkomuxon Creeke to an old  
 bounded peckicory tree bounding on th<sup>e</sup> South & East w<sup>th</sup> the said  
 Creeke standing at the mouth of the said neck on the north w<sup>th</sup> th<sup>e</sup>  
 ſd River on the West w<sup>th</sup> th<sup>e</sup> Land of the ſd Henry Aspinoll Con-  
 taineing three hund<sup>rd</sup> Acres more or less all & singular th<sup>e</sup> p<sup>r</sup>mises [p. 46]  
 Which ſd Parcell of Land together w<sup>th</sup> all and Singular the houses  
 Plantations tenements Orchards Meadows Pastures Woods Profitts  
 Comodities & Appurtenances w<sup>t</sup>soever unto the same belonging or  
 in any waies apperteineing To Have and to Hold the ſd Land and  
 all & Singular the premises before mentioned w<sup>th</sup> the Appurtenances  
 & every part & parcell thereof unto the ſd Henry Aspinoll his heires  
 Exec<sup>trs</sup> Administrators & Assignes for ever yeelding and paying  
 therefore yearlyly unto th<sup>e</sup> cheife Lord or Lords thereof all such  
 rents & servises w<sup>ch</sup> from henceforth from time to time shall grow  
 due for & in respect of his or their Seignory or Seignorys & the ſd  
 John Munn & Witt Allen doe for them their heires Exec<sup>trs</sup> Ad-  
 ministrato<sup>rs</sup> Covenant promise & grant to & w<sup>th</sup> th<sup>e</sup> ſd Henry Aspinoll  
 his heires Executors Administrat<sup>rs</sup> & Assignes & every of them by  
 these p<sup>r</sup>sents th<sup>t</sup> th<sup>e</sup> ſd Henry Aspinoll his heires Executors Ad-  
 ministrators or Assignes shall & may lawfully peacably quietly have  
 hold Occupy possess & enjoy all & singular the before mentioned  
 premises by these p<sup>r</sup>sents bargained & sould & every part & parcell  
 th<sup>t</sup>of With every the rights Members & Appurtenances w<sup>th</sup> out th<sup>e</sup> [p. 47]  
 lawfull let salt trouble evixcion expulsion interruption demands of  
 or by the sd John Munn or Witt Allen their heires Executors Ad-  
 min<sup>trs</sup> or either of them or of or by any other person or persons  
 whatsoever lawfully claimeing from or by them or their or any of  
 their uses or by from or under their or any of their titles estates  
 meanes or procurem<sup>ts</sup> as also quited & discharged w<sup>th</sup> in Covenant  
 time after reasonable requeſe made well & sufficiently save & keepe

Liber D harmless of & from all manner of former bargaines sales estate former leases titles Dowens rights or titles of Dowens Joyntures uses Intailes wills rent chargs rent services Arearages of rents statuts recognizances Judgm<sup>ts</sup> execu<sup>cons</sup> titles troubles Charg & Demand had made done wittingly or willingly suffered by the sd John Munn & W<sup>m</sup> Allen their heirs or Assignes or any of them or of or by their way of titles meanes or procurem<sup>ts</sup> & the sd Jo: Munn & Willt Allen doe for themselves their heirs executors Administrators all & Singular the fore bargained premises w<sup>th</sup> their appurtenances & every part & parcell thereof unto the sd Henry Aspinoll his heirs Executors Ad-  
 [p. 48] ministrators & Assignes to the Intent & meaneing afore<sup>sd</sup> shall & will warrant & for ever defend by these p<sup>rs</sup>ents in witness whereof the partys first above named have interchangably to these Indentures have sett their hand & seales this day & yeare above written  
 Signed sealed & Deliver'd John ~~F~~ Munn ○  
 in the p<sup>rs</sup>ents of his Marke  
 Richard Edehen W<sup>m</sup> Allen ○  
 Tho: Allanson

Henry Aspinoll acknowledgeth two parcells of Land of 350 Acres to John Munn

This Indenture made the twelfth day of January In the yeare of our Lord one thousand six hundred & sixty eight Betweene Henry Aspinoll & John Munn both of Charles County Planters Witnesseth that the said Henry Aspinoll for a valuable Consideration Already in hand paid to him where of & where w<sup>th</sup> he acknowledgeth him self fully satisfied & paid Hath given Granted Bargained Sold Enfeofed  
 [p. 49] & Confirmed And by these presents doth bargain Sell Enfeoffe and Confirme unto the said John Munn all that Parcell of Land formerly laid out for David Prichard Scituate lying and being on the South side of Piscatoway River on the East side of a Creek in the sd River called S<sup>t</sup> Thomas or Matawoman Creeke next joyning to the land laid out for David Thomas beginning at the said Thomas Eastermost bound tree running North North East for breadth up the Creek one hundred Perches to a marked Oake bounding on the North by a lyne drawn South East & by South for length one hundred Perches on the East w<sup>th</sup> a line drawne South from the end of the South East & bey South line for length two hundred & twenty Perches on the South by a line drawne south west and by South from the end of the south line for breadth one hundred Perches unto the Land of the said Thomas on the West w<sup>th</sup> the said Land & Creeke containeing two hundred Acres more or less together w<sup>th</sup> the  
 [p. 50] land laid out for Thomas Cole lying on the same side of Piscatoway river on the East side of the said Creek adjoining to the afore-said Land laid out for David Prichard beginning at Prichards North West bound tree running North & by East up the Creek for breadth Seventy five Perches to A marked Oake bounding on the


North by a line drawne North East from th<sup>e</sup> end of the North and by East line for length one hundred Perches and by a line drawne East from the end of the North East line for Lenght two hundred & twenty Perches on the East by a line drawn South and by West from the end of the East line unto the said Prichards Land on the South w<sup>th</sup> the said Land on the west with th<sup>e</sup> said Creeke containeing one hundred and fifty Acres more or less Together with all houses Edifices Buildings barnes Stables Gardens Orchards yards backsides Easements Lands Tenements meadows Feedings Pastures Woods underwoods Wayes Profitts Commodities hereditaments & Appurtenances what soe ever to the sd Parcell of Land belonging or in any wayes Appertaineing To have and to hold the aforesaid Parcells of Land and all and Singular other the premises w<sup>th</sup> their and every of their rights Members & Appurtenances whatsoever unto the said John Munn his heires and Assignes for ever And the said Henry Aspinoll doth for himself his Heires Executors Administrators & Assignes Covenant promise & grant to and with the sd John Munn his Heires Executors Administrators and Assignes that he the said Henry Aspinoll now is lawfully & Justly possest of A Just and due title and Claime in Law of and in the before bargained Premises and hath full & absolute power to bargain Sell and Assure the same and that the said premises now are and for ever here after shall be & Continue free & freely and clearely acquitted and exonarated and discharged of and from all and singular other Bargaines sales Gifts Grants leases Rents Arearages of rents rent charges Morgages Joyntures Dowres rights and titles of Dowres claimes and Demandes whatsoever by him them or any of them Had done or Comitted or to be had done or Comitted And the said Henry Aspinoll for himself his Heires Executurs Admimistrators & Assignes doth Covenant promise and Grant to and with the sd John Munn his Heires Executors Administrators and Assignes shall & may by virtue of these presents from time to time and att all times here after for ever quietly and Peacably have hold occupy possess and enjoy the said Land & all and Singular the before bargained premises with their and every of their Rights Members and Appurtenances and have receive & take the rents Issues and Proffitts thereof to his & their own proper use and behoofe for ever w<sup>th</sup> out any manner of Lett Trouble Eviction or Interruption of or by the said Henry Aspinoll or of or by his heires Executors or Administrators or any other Person or Persons whatsoever lawfully claimeing by from or under him them or any of them or by his or their or any of their meanes or Procurements The Rents and Services which from henceforth for and in respect of the forementioned Premises shall grow due or payable to the Chiefe Lord or Lords of the Fee or Fees thereof for or in respect of his or their Seignory or Seignorys only excepted and foreprized And it is further Covenanted and Agreed that the sd Henry Aspinoll shall with in six monthes after the date hereof att the Cost and

Liber D

[p. 51]

[p. 52]

[p. 53]

- Liber D** Charges in Law of th<sup>e</sup> said John Munne acknowledge a fine in Court as is usuall in the Kingdome of Englād of the 3d Parcell of Land and all other the premises and the same by the said fine shall remise and quitt Claime from him the 3d Henry Aspinoll his heires Executors and Administratores unto the said John Munne his Heires And Asigns for ever And the said Henry Aspinoll for himself his Heires Executors and Administrators doth Covenant promise and Grant to and with the said John Munn that he the said Henry Aspinoll his heires Executors and Administrators shall and will att any time
- [p. 54] or times within Seven Yeares next following upon the request and att the Cost & Charges in Law of the said John Munne his Heires Executores make and deliver such further Assurance or Assurances for the 3d Premises as he the said Munn his Heires or Assignes or any of them or his or theire or any of their Councell Learned in the Law shall him the sd Aspinoll his Heires Executors Administrators or Assignes or any of them their to require And the sd Henry Aspinoll for him his Heires Executors Administrators and Assignes all and Singular the before bargained premises with their Appurtenances and every Part and Parcell there of to the 3d John Munne his Heires Executores and Administrators and Assignes to the Intent and Meaning aforesaid shall and will warrent and forever defend by these Presents In Witness whereof the Parties first above mentioned to these p<sup>r</sup>sent Indentures have interchangeably sett their
- [p. 55] hands And Seales the Day & yeare frst above written  
 Signed Sealed & Delivered Henry  Aspinoll ☉  
 in p<sup>r</sup>sence of us his marke  
 Richard Edehen  
 Thomas Allanson

M<sup>r</sup> Edward Maddock of Charles County desires to have this Following bill of sale recorded

Know all men by these presents that I Edwar : Maddock of Charles County in the Province of Mary Land Doe from me my heires Executors and Asignes alienate Sell and by these presents have made sale of my sorrell Mare bought of M<sup>r</sup> James Walker of the same County & Province with the Markes as followeth A slit in each eare and burned in the left buttock w<sup>th</sup> J : W : which said Mare & all her future encrease I doe warrant the saile of ag<sup>t</sup> the just claime of any person or persons whatsoever unto M<sup>rs</sup> Amey Frankcum her heires Executors or Assignes forever In witness whereof I have here unto set my hand and seale this first day of March 1668/9  
 Signed sealed & Deliver'd Ed : Maddock ☉  
 in the p<sup>r</sup>sence of us  
 Zachary Wade  
 Richard Fowke

- [p. 56] M<sup>rs</sup> Amey Frankum Widdow desireth this Deed of Gift to be recorded

Know all men by these presents that I Amey Frankcum of Charles County in the Province of Maryland Widdow and Administratress of Henry Frankcum of the same County & Province late deceased Doe make over give and bequeath & alienate unto my Children Henry Frankcum and Elizabeth Frankcum four Cowes called by name young Store young Colle Strawberry and Cherry with all their Increase to them their heires Executors, Administrators or Asignes for ever warranting the said Cowes unto my said sone & Daughter against the Just Claime of any Person or persons what soe ever And further doe promise and Grant in the behalfe of my sone and Daughter that att what time soe ever either of them shall think fitt to dispose of them selves either by Marriage or other wise that the said Henry and Elizabeth shall make equall Division betwixt them both by male & female of the four Cowes and their future Increase And like wise doe bind me my heires Executors and Asignes in the true Performance of this above mentioned And further doe alienate & give unto my Son & Daughter one breeding Mare which Mares Increase is to runn equally betwixt them till such time that each of them hath a breeding Mare & an horse And after each of them hath a Mare and An horse apeece then the future Increase to runn for the Good of my Sone and Daughter And if it please God that either my Sone or Daughter should die first then the full & whole Increase to be the Survivour's And if it please God that both my Sone and Daughter die then the foure Cowes and their Increase w<sup>th</sup> the Mare and her Increase to returne unto me Amey Frankcum and Mother unto the said Henry & Elizabeth Frankcum the mark of the said Mare is A sorrell Mare with J W burn'd on her left Buttock which Mare was bought of M<sup>r</sup> James Walker of Wicocomaco the Cowes marke be as followeth viz Swallow forked on the right eare and Cropt on the left eare which Cowes and their Increase and the Mare and her Increase I doe by these presents bind me my Heires Executors Administrators and Asignes firmly by these presêts in Witnesse whereof I have here unto set my hand and Seale this twenty second day of March 1668/9

Liber D

[p. 57]

[p. 58]

It is further my Desire and Will that after my Son and Daughter hath one Mare and one horse apeece from & by the Increase of the Mare above named then the said old mare to returne to me the said Amey Frankcum & Mother of the said Children

Signed Sealed &amp; Deliver'd

Amey A Frankcum

in p<sup>r</sup>sence of us

her Marke ☉

Richard Fowke

Thomas Wentworth

Joannes Wrighte

It is alsoe my desire and pleasure that if my Sone & Daughter should die before they Come to enjoy either by Marriage or Age or that it please God to take them away by death that then the said Cowes with their Increases and the said Mare w<sup>th</sup> her Increase to

[p. 59]

Liber D returne unto me my Heires Executors Administrators and Assignes & for the Confirmation of the true performance thereof I have here unto sett my hand & seale this twenty second of March 1668/9

Amey A Frankcum

Signed Sealed & Delivered

her marke ©

In the presence of us

Zachary Wade

Richard Fowke

- Feb<sup>r</sup> 24: 68 Walter Cooper enters his marke of Cattle & hogs Cropt and slit in the right eare and Cropt & overkeeld in th<sup>e</sup> left Eare
- March 26: 69 Thomas Parker his marke of Horses & Mares branded on the further shoulder w<sup>th</sup> an [illegible]
- Aprill 5: 69 John Smith his marke, over keeld on both Eares & an hole in each eare 2 slits under th<sup>e</sup> right eare
- Aprill 6: 69 Luke Greene his marke Cropt & two slits [illegible]

[p. 60] W<sup>m</sup> Boyden's release to Walter Cooper

Know all men by these presents that I W<sup>m</sup> Boyden of Charles County in the Province of Mary Land doe Acquitt exonerate and release and Discharge Walter Cooper of the same County & Province from all bills bonds Conditions and obligations and Contracts formerly made Comitted or done in any manner of wayes appertaining to a Copartnership betwixt us from the begining of the world to this p<sup>r</sup>sent day as witness this my hand and seale this 24 of February 1668/9

W<sup>m</sup> Boyden ©

Signed & sealed in the

p<sup>r</sup>sence of us

Tho: Allanson

Daniell ~~of~~ Matheanea

his marke

John Dunstan desireth these things to be recorded

3 yearling halfe Calves of his owne p<sup>p</sup>er marke that is slit on the left eare and a peece taken out underneath the right Given by him to John Newton Denison and Katherine Newton & Richard Newton Children to old John Newton liveing in Wicocomico in Maryland likewise the sd Jo: Dunstan giveth a sow to Jo: Newton Junior.

[p. 61] The Court is Adjourned till the second Tuesday in March 1669

Henry Meese Demands a Warrant ag<sup>t</sup> John Mills

Warrant to th<sup>e</sup> Sheriff &c returne: ut sup

Samuell Harris demands a Scire facias versus John Stone & Rich<sup>d</sup> Stone

Warrant to th<sup>e</sup> sheriff &c retur: ut sup

Joseph Pile Demands a Warrant vers : John Caen Liber D  
Warrant to th<sup>e</sup> Sheriffe &c return : ut sup  
Subpenas to th<sup>e</sup> sheriffe to Warne Alex : Davies & Simon Cooper  
to testify in Ditto Cause for ditto Pile

Daniell Johnson versus Nathan Barton  
Warrant to the Sheriff return : ut sup

Sumons Rich<sup>d</sup> Boughton att th<sup>e</sup> request of Commissio<sup>rs</sup>  
Warrant to the Sheriffe retur : ut sup

Rob<sup>t</sup> Sly versus John Allen Admi<sup>r</sup> to John Hitchison  
Warrant to the Sheriffe retur : ut sup

Rob<sup>t</sup> Sly versus John Allen  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> : ut sup

Francis Meggs demands a Warrant ag<sup>t</sup> W<sup>m</sup> Boyden  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> : ut sup  
Subp to th<sup>e</sup> Sheriffe to warne W<sup>m</sup> Allen & Rich : True to testify  
in ditto Cause for Ditto Meggs

James Micoy demands a Warrant ag<sup>t</sup> Geo : Thompson  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> ut sup

John Mathews demands a Warrant ag<sup>t</sup> W<sup>m</sup> Boyden  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> ut sup

Francis Meggs demands a Warrant ag<sup>t</sup> Rob<sup>t</sup> Downes  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> : ut sup  
Subp : to th<sup>e</sup> Sheriffe to warne John Smart & Rich : Way to testify  
in Ditto Cause for Ditto Meggs

Alex : Davis Demands a Warrant ag<sup>t</sup> Fra : Meggs  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> ut sup  
Subp : to th<sup>e</sup> Sheriffe to warne Rich : Way & Edw : Price to  
testifie in Ditto Cause for Ditto Davis

Geo : Shenston Demands a Warant ag<sup>t</sup> W<sup>m</sup> Allen  
Warrant to th<sup>e</sup> Sheriffe retu<sup>r</sup> : ut sup  
Subp : to th<sup>e</sup> Sheriffe to warne Tho : Shuttleworth, Pete<sup>r</sup> Dorson  
& Japhet Griffin to testify in Ditt<sup>o</sup> Cause for ditto Shenston

The Court is Adjourned till the second Tuesday in Aprill 1669

Rich<sup>d</sup> Boughton demands a Writt ag<sup>t</sup> Nich : Emanson to th<sup>e</sup>  
sheriffe retu<sup>r</sup> : ut sup Subp : to sheriff to warne Frances Thornton to  
testify in Ditto Cause for Boughton

Liber D Att a Court held in Charles County the second Tuesday In Aprill 1669  
[p. 62]

P<sup>r</sup>sent Comissioners

M <sup>r</sup> Henry Adames	M <sup>r</sup> Ze: Wade
M <sup>r</sup> James Lendsey	M <sup>r</sup> Joseph Harrison
M <sup>r</sup> Francis Pope	M <sup>r</sup> Humphrey Warren

Cap<sup>t</sup> James Neile p<sup>r</sup>sents three Servants to th<sup>e</sup> Court to judge of their Age

Christopher Eniburson judged about 16 yeares of Age

Pedro Faarnandez judged about 17 yeares of Age

Derick Eniburson judged about 14 yeares old

Robert Downes p<sup>r</sup>sents two Serv<sup>ts</sup> to th<sup>e</sup> Court to judge of their Age

Christopher Warner is judged 20 yeares old

David Wiggs is judged to be 13 yeares old

James Macky p<sup>r</sup>sents a Servant to be judged of

John Mackenhine is judged to be 18 yeares old

M<sup>r</sup> Dickinson presents a Servant to be judged off

Patrick Nolinn is judged to be 20 yeares old

M<sup>r</sup> John Dent p<sup>r</sup>sents a servant to be judged of

Robert Kent is judged to be 12 yeares old

M<sup>r</sup> Benj: Rozer p<sup>r</sup>sents a Serv<sup>t</sup> to be judged of

Francis Francisson is judged to be 10 yeares of age

Tho: Baker p<sup>r</sup>sents a Servant to be judged of

W<sup>m</sup> Hagar is judged to be 14 yeares old

M<sup>r</sup> Hamy Bonard p<sup>r</sup>sents two Serv<sup>ts</sup> to be judged of

Isaack Hall he is judged to be 13 yeares old — 13

Tho Deakons is judged to be 11 yeares old

M<sup>r</sup> Robert Henly p<sup>r</sup>sents a Servants to be judged of

Robert Bawlding he is judged to be 21 yeares old

Peter Carr p<sup>r</sup>sents a Serv<sup>t</sup> to be judged of

John Gibbs is judged to be 19 yeares old

M<sup>r</sup> John Bowles he p<sup>r</sup>sents two Servants to be judged of

Jeremi: Hoskins is judged to be 21 yeares old

Lauran: Hoskins is judged to be 17 yeares old

M<sup>r</sup> W<sup>m</sup> Barton p<sup>r</sup>sents a Serv<sup>t</sup> to be judged of

John Hunt is judged to be 16 yeares old

Daniell Johnson p<sup>r</sup>sents a Serv<sup>t</sup> to be judged of

Clea<sup>t</sup> Court is judged to be 17 yeares old

W<sup>m</sup> Marshall p<sup>r</sup>sents a Servant to be judged of

Mary Bawlding she proves she had an Indenture



M<sup>r</sup> Henry Adames p<sup>r</sup>sents two Serv<sup>ts</sup> to be judged of  
W<sup>m</sup> Pauding is judged to be 16 yeares old  
Tho: Norman is judged to be 21 yeares old

Liber D

M<sup>r</sup> Zack: Wade p<sup>r</sup>sents a Serv<sup>t</sup> to be judged of  
Tho: Tubb is judged to be 21 yeares of Age

[p. 63]

Daniell Johnson Demands A Warrant ag<sup>t</sup> Nathan Barton in An  
Acc<sup>t</sup> Trepas upon the Case

The Sheriffes Returne executed

The Pl<sup>t</sup> Arresting the Def<sup>t</sup> in his Ac<sup>t</sup> of Trespass upon the Case  
prefers this ensuing Petition

Sheweth That the Def<sup>t</sup> standeth Indebted to the petitione<sup>r</sup> the  
sume of eight hundred And ninty pounds of Tobacco it being the  
remaineing part of Two Thousand two hundred & ninety pounds  
of Tobacco for A man Serv<sup>t</sup> Sould him & some other Comodities &  
yo<sup>r</sup> petioner haveing often demanded the sd summe & he refuseth  
to make satisfaction where upon the pl<sup>t</sup> bringeth his Suite

John Waters & John Wheeler subp: & sworne in Court in foresaid  
Action, who say Nathan Barton order'd keetly to pay the pl<sup>t</sup> 800<sup>th</sup>  
of Tobacco

The Court finds but 90<sup>th</sup> Tobacco due It is th<sup>r</sup>fore ordered th<sup>t</sup>  
th<sup>e</sup> Def<sup>t</sup> pay 90<sup>th</sup> Tobacco w<sup>th</sup> Cost of Charges of Suite

John Cage Demands a Warrant ag<sup>t</sup> Hump: Warren in An Action  
of trespass upon the Case

Warrant to th<sup>e</sup> Sheriffe ret<sup>r</sup> Executed

The pl<sup>t</sup> preferrs this ensuing Declaration

The Pl<sup>t</sup> declares Ag<sup>t</sup> the Def<sup>t</sup> for that the Def<sup>t</sup> and severall  
p<sup>r</sup>sons more to him Appertaineing haveing been in his the said pl<sup>ts</sup>  
house and by him found w<sup>th</sup> Dyet from the eightteenth of January [p. 64]

last past untill the 24 of March and haveing had the use of Three  
Roomes belonging to him the sd pl<sup>t</sup> for & dureing the time before  
mentioned likewise for th<sup>t</sup> the sd Def<sup>t</sup> brought into his the sd  
Pl<sup>ts</sup> house on the fourth of Feb<sup>r</sup> last past eight Servants to him  
belonging whereof four were & remained there till th<sup>e</sup> sixth of  
the sd Month & other two till the 23 of the sd Month & one more  
on the 11<sup>th</sup> of March Departed the other remaineing till the 24  
of the sd March being dureing the time here expressed dieted att [p. 65]

his the sd Pl<sup>ts</sup> house & upon his Cost & charge for all which the  
sd Def<sup>t</sup> haveing been severall times there unto required hath re-  
fused & as yet doth refuse to make him the sd Pl<sup>t</sup> any reasonable  
Satisfaction to his th<sup>e</sup> sd Pl<sup>ts</sup> Great Damage & Injury & further  
th<sup>e</sup> sd pl<sup>t</sup> likewise ag<sup>t</sup> him the sd Def<sup>t</sup> Declareth for th<sup>t</sup> he th<sup>e</sup>  
sd pl<sup>t</sup> haveing bought of th<sup>e</sup> sd Def<sup>t</sup> two chests & standing charged  
Debt<sup>r</sup> to th<sup>e</sup> sd Def<sup>t</sup> for th<sup>e</sup> same upon Acc<sup>t</sup> the sume of 2<sup>th</sup>  
sterling yet never th<sup>e</sup> less th<sup>e</sup> sd Def<sup>t</sup> by Violence tooke & Carried [p. 66]

**Liber D** away the sd Chests out of his the sd Pl<sup>ts</sup> house although he was by th<sup>e</sup> sd Pl<sup>t</sup> forbid to th<sup>e</sup> Damage & Injury of him th<sup>e</sup> sd Pl<sup>t</sup> where upon he bringeth his Suite humbly requesting this Worshipfull Court upon Consideration of th<sup>e</sup> premises will Grant him th<sup>e</sup> sd Pl<sup>t</sup> order ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> for such Sum<sup>e</sup> of Tobacco as to them seeme meet in Consideration of th<sup>e</sup> premises together with Damage & Cost of Suite.

It is ordered by Court th<sup>e</sup> pl<sup>t</sup> being none suited th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> have Execution for Cost & Charges of Suite

[p. 67] James Hayes Demands & warrant ag<sup>t</sup> Edw : Swan in an Action of Debt of 1000<sup>th</sup> Tobacco in Cask

The Warrant to th<sup>e</sup> Sheriff ret<sup>r</sup> : Compounded

W<sup>m</sup> Berry demands A warr<sup>t</sup> ag<sup>t</sup> Robert Norman in an Action of debt of 1400<sup>th</sup> Tobacco in Cask

The Warr<sup>t</sup> to th<sup>e</sup> Sheriff returned Compounded

Rich: Boughton Demands A warr<sup>t</sup> ag<sup>t</sup> Nicholas Emanson in An Action of Slander

The Warr<sup>t</sup> retu<sup>r</sup> executed

Edm<sup>d</sup> Lyndsy Demands a Warra<sup>t</sup> ag<sup>t</sup> Tho : Diamond Master in an Action of Trespass returned non est Inventus

Know all men by these p<sup>r</sup>sents that I John Wallters doe freely & Willingly give to W<sup>m</sup> Barton the sonn of Nathan Barton one black Cow Calfe with her increase witness my hand this 4<sup>th</sup> of Aprill 1669

Witness W<sup>m</sup> Barton

John **E** Wallters  
his marke

Rich: Edehen

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I W<sup>m</sup> Barton doe freely & Willingly give unto W<sup>m</sup> Barker the son of John Barker one black Cow Calfe w<sup>th</sup> her Increase marked w<sup>th</sup> **T** on her further eare & swallow forked w<sup>th</sup> a little peece Cut of on th<sup>e</sup> upper parte of her neare eare witness my hand this sixth of Aprill 1669

Witness Nathan Barton

W<sup>m</sup> Barton

John Walters

[p. 68] Know all men by these p<sup>r</sup>sents th<sup>t</sup> I W<sup>m</sup> Barton of Charls County doe by these p<sup>r</sup>sents freely give to W<sup>m</sup> Barton the son of Nathan Barton of the afore<sup>sd</sup> County one pied Cow Calfe w<sup>th</sup> her Increase witness my hand this sixth of Aprill 1669

Witness John **E** Wallters

W<sup>m</sup> Barton

James Peart

Know all men by these p<sup>r</sup>sents that I Edee Hills wife of W<sup>m</sup> Hills Lately deceased doe give & grant & by these p<sup>r</sup>sents doe Give &

grant unto my Daughter Susanna Marea Hills one Red Cow w<sup>th</sup> two red yearlings Heffers one of the s<sup>d</sup> red yearlings Comeing of th<sup>e</sup> red Cow the other Comeing of a black Cow called Cole the s<sup>d</sup> Cow & yearlings being Cropt of both the eares underkeeled of both th<sup>e</sup> eares w<sup>th</sup> a slit in each of th<sup>e</sup> left eares to have & to hold th<sup>e</sup> s<sup>d</sup> Cow & yearlings for ever w<sup>th</sup> their Increase & I th<sup>e</sup> s<sup>d</sup> Edee Hills Wife of W<sup>m</sup> Hills lately deceased will Warrant & defend th<sup>e</sup> s<sup>d</sup> Cattle w<sup>th</sup> their Increase from any Claime or Claimes which may hereafter ensue witness my hand & seale this 24 of Ap<sup>r</sup>ill 1669. Singed sealed & delivered Edee **E H** Hills ○

in p<sup>r</sup>sence of us

her mark

John Helme

Ben: Marchygay

M<sup>r</sup> Francis Popes Deed of Grant of three hundred Acres of Land to the Heires of Rich: Pinner deced<sup>d</sup> [p. 69]

To all Christian People to whome these p<sup>r</sup>sents shall come Greeting; Know That Whereas I Francis Pope of Charles County in the Province of Mary Land Gent: as well for & in Considera<sup>c</sup>on of a Considerable Quantity of Tobacco & Cask to me in hand paid by Richard Pinnar of the s<sup>d</sup> County & Province Planter in his Life time the Receipt whereof I the s<sup>d</sup> Francis doe hereby Acknowledge, & myself to be there with fully satisfied, Contented & paid, & thereof & therefrom & from every part & parcell thereof doe Acquitt, & Discharge the Heires Executors & Administrators of the s<sup>d</sup> Richard Pinnar now deceased, as also for diverse other Good Causes & Considerations did Bargaine Sell Alien Enfeoffe Assigne & set over unto the s<sup>d</sup> Richard Pinnar in his Life time Heires & Assignes for ever all that Parcell or Tract of Land Scituate lying & being on the North side of Patomacke River beginning at A Marked Oake standing neere a branch & running for breadth down the River East & by North from th<sup>e</sup> s<sup>d</sup> Oake to a marked Pokikory Tree & from thence running into the woods as by Pattent relation being there unto had may more at large appeare Containeing by estimation the halfe of Six hundr: Acres of Land Granted to John Tompkinson and Andrew Watson by Patten beareing date the Thirteenth Day of January in th<sup>e</sup> yeare of our Lord one thousand six hundred fifty & foure or three hundred Acres more or less with all & The houses, Edifices, Buildings, Orchards Pastures, Meadows Feedings, Ways, Watercourses, Gardens, Yards, Backsides Easments, Proffitts, Co<sup>m</sup>odities & Appurtenances to th<sup>e</sup> s<sup>d</sup> premises, or to any part or parcell thereof any waies belonging or appertaineing together w<sup>th</sup> all Deeds Writings Evidences, Manuscripts or papers touching or concerning the same or any part or parcell thereof To have & to hold th<sup>e</sup> afore<sup>s</sup>d Parcell of Land & all & Singular th<sup>e</sup> Premises before Granted Bargained & Sould w<sup>th</sup> their & every of their Rights Members & Appurtenances w<sup>t</sup>soever unto th<sup>e</sup> s<sup>d</sup> Richard Pinnar his [p. 70]

[p. 71]

Liber D Heires & Assignes for ever, And whereas likewise the s<sup>d</sup> Richard Pinnar departed this Life before Acknowledgm<sup>t</sup> of th<sup>e</sup> s<sup>d</sup> Bargaine  
 [p. 72] & Sale, Alienation Enfeoffm<sup>t</sup> or Assignm<sup>t</sup> in manner aforesaid Could in th<sup>e</sup> Court of th<sup>e</sup> said County of Charles County be made by me th<sup>e</sup> said Francis Pope to the s<sup>d</sup> Richard, Now know yee th<sup>t</sup> I the s<sup>d</sup> Francis Pope in Considera<sup>co</sup>n of the s<sup>d</sup> Bargaine & Sale, Alienation, effeofm<sup>t</sup> or Assignm<sup>t</sup> here before expres<sup>d</sup> to be made to th<sup>e</sup> s<sup>d</sup> Richard by me th<sup>e</sup> s<sup>d</sup> Francis & not aknowledged by me before th<sup>e</sup> decease of th<sup>e</sup> s<sup>d</sup> Richard afore<sup>s</sup>d doe Judge myself in all right & Good Conscience bound & obliged to grant enfeoffe Assigne & set over & I the s<sup>d</sup> Francis doe by these p<sup>r</sup>sents Grant enfeoffe Assigne & set over all my right title & Interest in th<sup>e</sup> s<sup>d</sup> tract or parcell of land & premises here before mentioned unto Rich<sup>d</sup> Pinnar  
 [p. 73] & Willi<sup>a</sup> Pinnar th<sup>e</sup> right heires of th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Pinnar deceased & I th<sup>e</sup> s<sup>d</sup> Francis doe further acknowledge by these p<sup>r</sup>sents that all my right in th<sup>e</sup> s<sup>d</sup> Land & p<sup>r</sup>mises soe passed to th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Pinnar dec<sup>d</sup> but not in his life time Acknowledged to him th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> doth now rightfully & lawfully remaine & rest to th<sup>e</sup> s<sup>d</sup> Richard Pinnar & William Pinnar & to their heires & Assignes forever, & I th<sup>e</sup> s<sup>d</sup> Fran: Pope for myself my heires Executors & Administ<sup>rs</sup> doe Covenant Promise Grant & Agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Richard Pinnar & W<sup>m</sup> Pinnar their heirs & Assignes by the s<sup>e</sup> p<sup>r</sup>sents th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> & Willi<sup>a</sup> their heires & Assignes & every of them shall & may by Virtue of these p<sup>r</sup>sents from time to time & at all times for ever hereafter  
 [p. 74] lawfully peacably & quietly have, hold, use, occupie, posses & enjoy th<sup>e</sup> s<sup>d</sup> Land & all & Singular the before Granted p<sup>r</sup>mises w<sup>th</sup> their & every of their Rights, Members, & Appurtenances free & cleare of all incumberances & have, receive & take th<sup>e</sup> rents, issues, & Proffitts thereof to their own proper uses & behoofes joyntly & severally in such manner as to th<sup>e</sup> Will & Testam<sup>t</sup> of their s<sup>d</sup> father Rich<sup>d</sup> Pinnar shall Agree & Accord w<sup>th</sup>out any manner of Let, trouble, eviction or Interruption of or by th<sup>e</sup> s<sup>d</sup> Fran Pope his heires Exec<sup>ts</sup> Administ<sup>rs</sup> or Assigns or any of them or of or by any oth<sup>r</sup> person or persons w<sup>so</sup>ever In wittness whereof I th<sup>e</sup> s<sup>d</sup> Francis Pope have to these p<sup>r</sup>sents set my hand & seale this tenth of Novem<sup>r</sup> 1668  
 Signed sealed & Deliver<sup>d</sup> Francis Pope ☉  
 in p<sup>r</sup>sence of us  
 Rich: Boughton  
 Henry Bonner

[p. 75] This ensueing Grant & Conveyance was acknowledged in open Court by Edward Swan & Susanna Swan to W<sup>m</sup> Ward

Caecilius absolute Lord & Proprietary of the Province of Maryland & Avalon Lord Baron of Baltemore &c, To all persons to whome these p<sup>r</sup>sents shall come greeting in our Lord God everlasting Know ye th<sup>t</sup> we for & in Considera<sup>co</sup>n th<sup>t</sup> John Luger late Principall Secretary of this Province hath att his Charge transported many persons

into this our Province here to Inhabitt And upon such Conditions & termes as are expressed in our Conditions of Plantation of our said Province of Maryland Under our Greater Seale at Armes beareing date at London the second day of July in th<sup>e</sup> yeare of our Lord God one thousand Six hundred forty nine & remainning upon record in our said Province Doe hereby Grant to James Walker Assignee of John Lugar Son & Heir Apparant of our sd late Secretary all that parcell of Land lying one th<sup>e</sup> West side of Wicocomaco River beginning at a marked Oake standing neere a fresh runn Called Walkers runn running North from th<sup>e</sup> said Oake for th<sup>e</sup> length of one hundred & sixty Perches to a marked Oake bounding one the North with a line drawne west from th<sup>e</sup> sd Oake for the length of two hundred perches to a marked Oake standing on th<sup>e</sup> hills On th<sup>e</sup> west with a line drawne South from th<sup>e</sup> end of th<sup>e</sup> former line untill it intersect a paralell Line drawn from Walkers runn On th<sup>e</sup> South w<sup>th</sup> the sd runn containing two hundred Acres more or Less together with all Profitts Rights & benefits there unto belonging (Royall mines excepted) To Have & to hold the same unto him th<sup>e</sup> said James Walker his Heires & Assignes for ever To be holden of us & our Heires as of our Mannor of S<sup>t</sup> Marys in free & Co<sup>m</sup>on Soccoge by fealty only for all services Yealding & payeing therefore yearely to us & our heirs at our Receipt of S<sup>t</sup> Marys at the two most usuall feasts in the yeare (viz) at the feast of th<sup>e</sup> Annunciation of the Blessed Virgin Mary & at the feast of S<sup>t</sup> Michall th<sup>e</sup> Arch-Angle by even & equall Portions the rent of four shillings sterling in Silver or Gold or th<sup>e</sup> full Value thereof in such Co<sup>m</sup>odities as we & our heires or such Officer or Offecers appointed by us or our heires from time to time to Collect to receive th<sup>e</sup> same shall accept in Discharge thereof at the Choice of us our heires or such Officer or Officers as aforesaid Given at S<sup>t</sup> Marys under our Great Seale of our said Province of Maryland the seventeenth Day of August in the seven & Twentith yeare of our Dominion Over the said Province of Maryland Annoq<sup>3</sup> Domini 1658 witness our trusty & well beloved Josias Fendall Esq<sup>r</sup> our Leivten<sup>t</sup> Generall of our said Province

Liber D

[p. 76]

[p. 77]


[p. 78]

Josias Fendall

Intratus in Recordo

Phillipp Calvert Secr<sup>t</sup>

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I James Walker doe Assigne all my right title & Interest of this patten to Edward Sawan his heirs or Assignes for ever witness my hand this 27 Janu<sup>r</sup> 1658

Witness Rober  Hiscok


James Walker

his mark

Richard  Grayner

his marke

This Grant is according to Certifica<sup>t</sup> & survey by me made

Liber D Be it known unto all men by these p<sup>r</sup>sents that we John Piper &  
 [p. 79] Sam: Dobson our selves our heirs or Assignes never to trouble nor  
 molest Edw: Swan or his Assignes of a parcell of Land containeing  
 two hundred Acres which th<sup>e</sup> 5d Edward Swan was possest w<sup>th</sup> all  
 before any of us had relation unto th<sup>e</sup> one halfe of the said Land  
 & in performance of the same we here unto set our hands this 24 of  
 Janua<sup>r</sup> 1662 John H Piper  
 Witness Susann  Swan his Marke  
 her marke Sam: Dobson

This Indenture made this ninth of March Anno Domini one  
 Thousand six hundred Sixty & eight between Edward Swan of S<sup>t</sup>  
 Maries County in the Province of Maryland Planter on th<sup>e</sup> one  
 [p. 80] Part & William Ward of Charles County & Province aforesaid  
 Planter on the other parte Witnesseth That the said Edward Swan  
 well for & In Consideration of the full Quantity of Fifeteene Thou-  
 sand Pounds of Tobacco in Cask in hand paid him before The  
 ensealing & Delivery hereof by the said W<sup>m</sup> Ward whereof & where  
 with th<sup>e</sup> said Edward Swane doth Acknowledge him self to be fully  
 satisfied Contented & paid & thereof & every part and Parcell thereof  
 doth Acquitt & discharge the said William Ward his heires Execu-  
 tors Administrators and every of them by these presents as also  
 for diverse Good causes & Considerations him there unto moving  
 [p. 81] Have Granted Bargained Sold Assigned set over & Confirmed & by  
 these presents doe fully clearely & absolutly Grant Bargaine sell  
 Assigne set over and Confirme unto the said William Ward his  
 heires Executors Administrators & Assigns one tract of Land Scit-  
 uate lyeing and being in Charles County on the West side of Wico-  
 comoco River by patten formerly granted unto James Walker of  
 the same County aforesaid beginning att a mark'd Oake standing  
 neare a fresh Runn called Walkers Runn runing North from th<sup>e</sup>  
 [p. 82] said Oake for the length of one hundred and Sixty Perches To a  
 marked Oake bounding on the North with a Line drawn West  
 from th<sup>e</sup> said Oake for Lenght two hundred perches to a marked  
 Oak standing on th<sup>e</sup> Hills On th<sup>e</sup> West w<sup>th</sup> a line drawne South  
 from th<sup>e</sup> end of the former line untill it intersects a Paralell Line  
 drawn from Walkers Runn on th<sup>e</sup> South with the said Runn Con-  
 taineing by Estimation two hundred Acres more or less all & singular  
 which said Parcell of Land with all houses Buildings Structures or  
 Edifices w<sup>t</sup>soever there unto belonging with all Orchards Gardens  
 Pastures feedings Comons Comons of Pasture Range for hogs  
 [p. 83] Woods under woods Water Water Course Fishings Fowlings wayes  
 Easements Proffitts Comodities & Heridetaments whatsoever unto  
 the said Land belonging or in any manner of way Appertaineing  
 To have & to hold the said Land & all & Singular the premises afore  
 mentioned to be hereby bargained & Sold with the Appurtenances

and every part & Parcell thereof whatsoever before named & recited unto him the said William Ward his heires Executors Administrators & Assignes for ever yeelding & paying thaerfore unto th<sup>e</sup> cheife Lord or Lords thereof all-such Rents or Services which from henceforth from time to time shall grow due for & in respect of his or their Seignory or Seignorys And the said Edward Swan doth for him Self his Heires Executors & Administrators Covenant Grant & Agree to & with the sd W<sup>m</sup> Ward his heires Executors Administrators & Assignes and every of them by these p<sup>r</sup>sents That the said W<sup>m</sup> Ward his heires Executors Administrators & Assignes shall & may Lawfully peaceably and quietly have hold Occupy and possess & enjoy all & Singular the before mentioned premises by these presents bargained & Sould & every part & parcell thereof w<sup>th</sup> every the rights Members & Appurtenances without the lawfull lett Sute trouble eviction & pultition Interruption or demand of or by the said Edward Swan or of or by his heires Executors Administrat<sup>rs</sup> or any or either of them or of or by any other person or persons whatsoever Lawfully Clameing from by or under them or any of them or their or any of their Uses or by from or under their or any of their Title Estate Meanes or procurement as also acquitd & Discharged or within Convenient time after reasonable made well & sufficient save and keep harmeless of & from all manner of former & other bargaines Sales Estates former Leases Titles Dowres rights or titles of Dowres Joynt<sup>rs</sup> Wills Rent Charges uses Intailes Rent services Arrearges of Rents Judgm<sup>ts</sup> Executions, titles Troubles or Incumbrances & charges w<sup>t</sup>soever and that he now stands in a Just & lawfull Estate & title for the Sale of the same with a full Pow'r good right & a Lawfull Authority to Grant bargain Sell & Convey the same without any Condition Reversion Remainder or Limitation of any Use or Uses Estate or estates in or to any person or persons whatsoever to alter change Defeate determine or make void the same by any person or persons whatsoever Lawfully Clameing by from or under him or any of them or to theire or any of theire uses or by their or any of their Titles Estates means or procurements And the said Edward Swan for himselfe his heirs Executors Administrators & all & Singular the before Bargained premises w<sup>th</sup> their Appurtenances & every part & Parcell thereof unto the said William Ward his heires Executors Administrators & Assignes to the Intent & meaning aforesaid shall & will Warrant & for ever defend by these presents in witness whereof the parties first above named to these present Indentures have interchangeably set their hands & Seales the day & yeare above written



Liber D

[p. 85]

[p. 86]

[p. 87]

Signed Sealed &amp; DD

Edw:  Swane  
his markein p<sup>r</sup>sence of usJohn  Morren  
his marke

Jonathan Marly

Liber D John Morris enters his mark Cropt & hoaled in th<sup>e</sup> left eare, & a  
nick on th<sup>e</sup> right eare Called th<sup>e</sup> flowr deluce  
John Shereman his ma'ke Cropt on th<sup>e</sup> right eare  
W<sup>m</sup> Barker his marke for Cattle & hogs T T upon each eare

The Court is adjourned till the second Tuesday in June

[p. 88] Att A Court held in Cha<sup>r</sup> Co<sup>ty</sup> the 2<sup>nd</sup> Teuesday of June 1669

P<sup>r</sup>sent Comissioners

Mr Henry Adames	}	Mr Fra: Pope	Mr Za: Wade
Mr Tho: Mathews		Mr Jos: Harrison	
Mr James Lendsey		Mr Hump Warren	

John Cage brings A maide Serv<sup>t</sup> to be judged Ann Parker &  
she is judged to be nineteene years old

John Ward p<sup>r</sup>sents Robert Doughty who is judged to be fifeteene  
years of Age

John Wheeler p<sup>r</sup>sents Sam: Gaskoyne who is judged 17 years old

Tho: King p<sup>r</sup>sents Sam: Cobb who is judged to be 15 years old

Mr Emanson p<sup>r</sup>sents a serv<sup>t</sup> for runing away who is ordered 12  
lashes

John Caen P<sup>r</sup>sents a serv<sup>t</sup> for runing away who is ordered 10  
Lashes


W<sup>m</sup> Allen & John Munn acknowledge this following Conveyance  
to Tho: Bennett of S<sup>t</sup> Marys County

This Indenture made the eight day of June in th<sup>e</sup> yeare of our  
Lord one thousand six hundred sixty & nine betwixt W<sup>m</sup> Allen &  
John Munn of Charles County in the Province of Mary Land on  
th<sup>e</sup> one parte & Thomas Bennett of S<sup>t</sup> Marys County in the afore-  
said Province of the other parte Witnesseth th<sup>t</sup> the s<sup>d</sup> W<sup>m</sup> Allen &  
John Munn as well for & in Considera<sup>o</sup>n of nine thousand pounds  
of Tobacco & Cask to them in hand p<sup>d</sup> by th<sup>e</sup> s<sup>d</sup> Thom: Bennett  
where w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Allen & Jo: Munn doe acknowledge themselves  
fully satisfied & thereof & there from & of & from every part &  
parcell thereof doe acquit release & discharge the s<sup>d</sup> Thomas Bennett  
his heires Executors & Administrators by these p<sup>r</sup>sents As also for  
diverse other Good Causes & Considerations them there unto move-  
ing Have given granted Alien'd bargained Sold enfeoffed & Con-  
[p. 89] firmed And by these p<sup>r</sup>sents doe fully Clearly & absolutely give grant  
alien bargainne sell enfeoffe confirme unto the s<sup>d</sup> Thom: Bennett his  
Executors heirs Administrat<sup>rs</sup> & Assignes for ever all th<sup>t</sup> parcell or  
tract of Land lyeing on th<sup>e</sup> north side of Potomucke River in th<sup>e</sup>  
County afore<sup>s</sup>d begi<sup>n</sup>ing at a marked Locust standing on th<sup>e</sup> high  
Cliffes some two leagus above Caedar point from thence r<sup>u</sup>ing North  
by th<sup>e</sup> river side for lenght 120 perchs to a marked white Oake





standing on the side of an hill by Sam: Cresseys fence belonging formerly to W<sup>m</sup> Robinson from thence runing East into the woods for the length of 200 perches to a marked red oake from thence runing south till it intersect Tho: Bakers line & soe downe his line to the first bound tree being the land formerly belonging to Jo: Nevill decsd & being the one moiety of a patt<sup>t</sup> granted to Jo: Garbo for 300 acres bearing date Aprill the 14<sup>th</sup> 1653 & assigned to the sd John Nevill by the sd Gerbo X<sup>br</sup> 21<sup>th</sup> 1655 & to Allen & Munn partys to these p<sup>r</sup>sents by W<sup>m</sup> Nevill son & heire of the sd Jo: Nevill decsd 9<sup>br</sup> the 10: 1667: excepting a small tract of land runing from the sd Locust to a Spring & from the spring to the sd Bakers line w<sup>th</sup> all & singular its rights members & Appurtenanc's together w<sup>th</sup> all houses buildings Orchards Gardens yards backsides lands tenem<sup>ts</sup> feedings pasturs woods under woods ways Profitts Comoditys hereditam<sup>ts</sup> & appurtenanc's w<sup>soever</sup> to the sd land or to any part or parcell thereof belonging or in any manner or waies apertaining & also all the right title interest Claime & demand w<sup>soever</sup> of them the sd Allen & Munn of in & to the same & all deeds writings & evidences touching or concerning the p<sup>r</sup>mises or any p<sup>te</sup> or p<sup>cell</sup> thereof To have & to hold the afor<sup>sd</sup> parcell of Land & all & singular other the premises w<sup>th</sup> their & every of their rights members & apurtenances w<sup>soever</sup> to him the sd Tho: Bennett his heirs & Assigns for ever & the sd Allen & Munn for th<sup>m</sup>selves their heirs Execu<sup>trs</sup> & Admi<sup>trs</sup> covenant promise & grant to & w<sup>th</sup> the sd Bennett his heirs Execu<sup>trs</sup> Admi<sup>trs</sup> & Assigns th<sup>t</sup> they the sd Allen & Munn now are lawfully & justy possd of a just & due title & clame in law of & in the before bargain'd premises & have full & absolute powr to bargain sell & assure the same & th<sup>t</sup> the sd p<sup>r</sup>mises now are & for ever hereafter shal be & Continue free & cleare & frely & clearly acquitted exonerat'd and discharged of & from all & Singular other bargains sales gifts grants leases rents areag's of rents rent charges mortgages joyntures dowrs rights & titles of Dowrs claims & Demand w<sup>soever</sup> of th<sup>m</sup> or any of th<sup>m</sup> formerly had done or Comited or to be had done or Comitd And the sd Allen & Munn for th<sup>m</sup>selves their heirs Eexe<sup>trs</sup> & Admis<sup>trs</sup> the afor<sup>sd</sup> parcell of Land & all & singular oth<sup>r</sup> the p<sup>r</sup>mises before bargain'd & sold w<sup>th</sup> the Appurtenances unto the sd Benett his heirs & Assigns for ever ag<sup>t</sup> th<sup>m</sup> the sd Allen & Munn their heirs & Ass<sup>s</sup> & ag<sup>t</sup> all & every p<sup>son</sup> or p<sup>sons</sup> w<sup>soever</sup> lawfully claiming frō: by or und<sup>r</sup> th<sup>m</sup> or any of th<sup>m</sup> & ag<sup>t</sup> all oth<sup>r</sup> p<sup>sons</sup> w<sup>soever</sup> shall & will warrant & for ever defend by th<sup>s</sup> p<sup>r</sup>sents & the sd Allen & Munn for th<sup>m</sup>selves their heires Eex<sup>trs</sup> & Admis<sup>trs</sup> doe covenant p<sup>r</sup>mise grant & agree to & w<sup>th</sup> the sd Benett his heirs Execut<sup>rs</sup> Admis<sup>trs</sup> & Assigns & every of th<sup>m</sup> by these p<sup>r</sup>sents th<sup>t</sup> the sd Benett his Exe<sup>ts</sup> Admis<sup>trs</sup> & Ass<sup>s</sup> & every of th<sup>m</sup> shall & may by force & vertu of th<sup>s</sup> p<sup>r</sup>s<sup>ts</sup> fro: tim to time & att all tims for ever herafter lawfully quietly & peacably have hold use occupy & possess & enjoy the sd land & all & singular the before mencon'd p<sup>r</sup>mises & have & rec<sup>e</sup> & take the rents issues & p<sup>r</sup>fitts thereof to his

Liber D

Liber D or their owne p̄p use & behoofe w<sup>th</sup>out any man<sup>r</sup> of lett truble or  
 interrupcion of or by th<sup>e</sup> s̄d Allen Munn their heirs Eex<sup>trs</sup> or Adm<sup>trs</sup>  
 or āy of th<sup>m</sup> or of or by any oth<sup>r</sup> p̄son or p̄sons w<sup>so</sup>ever The rents &  
 [p. 90] services w<sup>ch</sup> from henceforth frō time to time for & in respect of th<sup>e</sup>  
 s̄d p<sup>r</sup>mises shall grow due and payable to th<sup>e</sup> cheif L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup>  
 fee or fees th<sup>r</sup>of for & in respect of his or their Seignory or seignorys  
 only exceptd & forprized in witness hereof th<sup>e</sup> partys fst above  
 mencon'd to th<sup>s</sup> Indent<sup>rs</sup> have interchangbly their hands & seales th<sup>e</sup>  
 day & yeare first mentioned W<sup>m</sup> Allen ☉  
 Sign'd & deliver'd in p<sup>r</sup>sence of his  
 Joseph Harrison John  Munn ☉  
 John Charman mark

M<sup>r</sup> Henry Hawkins desireth this bill to be recorded

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Nicho: Turner of Charles  
 County in the Province of Maryland Plant<sup>r</sup> for & in Consideraçon  
 of 1500<sup>th</sup> of Tobaç in Cask to me in hand p̄d by Henry Hawkins  
 of th<sup>e</sup> aforeſd County Plan<sup>t</sup> att & before the ensealing of these  
 p<sup>r</sup>sents wherew<sup>th</sup> I confess my self to be fully satisfied Contented &  
 p̄d have bargain'd & sold & by these p<sup>r</sup>sents doe fully clearely & abso-  
 lutely bargaine & sell unto th<sup>e</sup> s̄d Henry Hawkins A sorrell horse  
 blazed on th<sup>e</sup> forehead double Crost on th<sup>e</sup> far buttock about four  
 yeares old to have & to hold th<sup>e</sup> s̄d horse to the s̄d Hawkins his  
 Exec<sup>trs</sup> Adminis<sup>trs</sup> & Assigns to his or their owne p̄p use & behoofe  
 for ever in Wittness hereof I have sett my hand & scale this 24  
 July 1669 his  
 Sign'd seal'd & Deliver'd Nicho  Turner ☉  
 in p<sup>r</sup>sence of marke  
 Tho: Lomax  
 Henry Bonner

Henry Hawkins his mark for Cattle Cropt on both ears under-  
 squar'd on th<sup>e</sup> left & oversquar'd on th<sup>e</sup> Right ear for his horses a  
 double 

This ensuing Coveyance was reacknowledged by Edward Powell  
 to Thomas Baker in open Court

This Indent<sup>r</sup> made th<sup>e</sup> 11 of Aug<sup>t</sup> 1668 betweene Tho: Baker of  
 Charls County in the Province of Maryland plant<sup>r</sup> on th<sup>e</sup> one p̄te &  
 Edw: Powell of th<sup>e</sup> foreſd County & Province Sawyer on th<sup>e</sup> oth<sup>r</sup>  
 p̄te Witneseth th<sup>t</sup> th<sup>e</sup> s̄d Tho: Baker as well for & in Consideration  
 of th<sup>e</sup> full su<sup>m</sup>e of 4000<sup>th</sup> Tobacc: in Cask in hand p̄d him before  
 th<sup>e</sup> ensealing & delivery hereof by th<sup>e</sup> s̄d Powell whereof & where  
 with the s̄d Baker doth acknowledge himself to be fully satisfied  
 Contented & p̄d & thereof & of every p̄te & p̄cell thereof doth acquit  
 & discharge th<sup>e</sup> s̄d Powell his heires Exec<sup>trs</sup> & Administ<sup>rs</sup> & every  
 of them by these p<sup>r</sup>sents as also for diverse good causes & con-

sideracons him there unto moving have granted bargained Sold Liber D  
Assigned set over & Confirmed & by these p<sup>r</sup>sents doe fully clearly &  
absolutely grant bargain sell Assigne set over & Confirme unto th<sup>e</sup>  
s<sup>d</sup> Powll his heires executors Administrat<sup>rs</sup> & Assigns all th<sup>t</sup> parcell  
of Land Scituate lying & being in Charls County upon th<sup>e</sup> north side  
of Potomack river Begining at a white marked oake standing by [p. 91]  
the rising of an hill going fro: Fr: Pops to Tho: Bakers & standing  
upon th<sup>e</sup> North side of Potomack river side from thence ru<sup>n</sup>ing up  
Potomack river & bounding by th<sup>e</sup> river North & West for 112  
pearchs to a marked spanish Oake standing by the river side in a  
vally from thence ru<sup>n</sup>ing up the s<sup>d</sup> vally to a lined Poplar frō thence  
runing East North East up th<sup>e</sup> s<sup>d</sup> Vally for 64 pearchs to a marked  
Poplar from thence to an Oake to th<sup>e</sup> heade of a vally East & by South  
from thence downe th<sup>e</sup> Vally nearest East & by North to Rich: Dodds  
Line tree a marked Chesnutt standing by the Vally side from thence  
ru<sup>n</sup>ing south & by West to a marked Hickory Standing att the head  
of a Vally frō thence ru<sup>n</sup>ing downe th<sup>e</sup> Vally to th<sup>e</sup> Marsh side &  
soe along the Marsh & bouned by th<sup>e</sup> Marsh to th<sup>e</sup> first bound tree  
all & singular w<sup>ch</sup> land w<sup>th</sup> all & Singular the houses buildings Struc-  
tures Edifices w<sup>t</sup>soever unto th<sup>e</sup> s<sup>d</sup> Land belonging together w<sup>th</sup>  
all Orchards Gardens pasturs feedings Co<sup>m</sup>mons of pasturs Range  
for hoggs Woods underwoods water water Courses Fishings fowle-  
ings waies Easm<sup>ts</sup> p<sup>r</sup>fits Co<sup>m</sup>oditys & Hereditam<sup>ts</sup> w<sup>t</sup>soever unto th<sup>e</sup>  
s<sup>d</sup> Parcell of Land belonging or in any man<sup>r</sup> of way Appertaineing  
To have & to hold th<sup>e</sup> s<sup>d</sup> pcell of land & all & singular th<sup>e</sup> p<sup>r</sup>misses  
foremen<sup>c</sup>oned to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> Appurtenances  
& every part & parcell thereof before named or recited unto th<sup>e</sup> s<sup>d</sup>  
Powell his heirs Exec<sup>trs</sup> Administ<sup>rs</sup> & Assings for ever Yeelding &  
paying therfore yearly att the Dwelling house of Tho: Baker one  
bushell of shuld good Indian Corne at or upon th<sup>e</sup> Nativity of o<sup>r</sup> L<sup>d</sup>  
to him th<sup>e</sup> s<sup>d</sup> Baker his Heirs Exec<sup>trs</sup> Admis<sup>trs</sup> or Assigns att th<sup>e</sup>  
time & place as afore<sup>s</sup>d & th<sup>e</sup> s<sup>d</sup> Baker for himself his heires Exec<sup>trs</sup>  
& Admis<sup>trs</sup> doe Covenant grant & agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Powell his  
heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As<sup>s</sup>g<sup>s</sup> & every of them by these p<sup>r</sup>sents th<sup>t</sup>  
th<sup>e</sup> s<sup>d</sup> Powell his heirs Exec<sup>tr</sup> Admis<sup>trs</sup> & As<sup>s</sup>g<sup>s</sup> shall & may lawfully  
peaceably & quietly have hold Occupy possess & injoy all & singular  
th<sup>e</sup> th<sup>e</sup> before granted premises by these p<sup>r</sup>sents bargain'd & sold &  
every p<sup>r</sup>te & pcell thereof w<sup>th</sup> every the rights members & Apperte-  
nances w<sup>th</sup>out th<sup>e</sup> lawfull let sute trouble or demand of th<sup>e</sup> s<sup>d</sup> Baker  
or of or by his heirs Executors Admis<sup>trs</sup> or any or either of th<sup>m</sup> or  
of or by any oth<sup>r</sup> person or persons w<sup>t</sup>soever Lawfully claimeing  
from by or under th<sup>m</sup> or any of them or any of their uses or by  
from or under any of their titles estats means or p<sup>r</sup>curem<sup>ts</sup> as alsoe  
acquited & discharged or w<sup>th</sup>in Conveni<sup>nt</sup> time after reasonable  
request made well & sufficiently save & keep harmless of & from all  
manner of former & other bargaines Sales estates former leases  
Titles Dowrs rights or title of Dowrs Joynturs uses intails Wills

Liber D Rent charges rent services Areargs of rents Statuts recognizances  
 Judgm<sup>ts</sup> Executions titles troubles charges & demands w<sup>soever</sup> had  
 made done or Comited wittingly or willingly suffered by th<sup>e</sup> sd  
 Baker his heirs Exec<sup>trs</sup> or Admis<sup>trs</sup> or any or either of th<sup>m</sup> or by  
 their or any of their title estate means or p<sup>re</sup>curem<sup>ts</sup> & th<sup>e</sup> sd Baker  
 [p. 92] For himself his heires Execut<sup>rs</sup> Admis<sup>trs</sup> all & Singular the p<sup>r</sup>ises  
 w<sup>th</sup> their Appertinances & every part & parcell thereof unto th<sup>e</sup> sd  
 Powell his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> to th<sup>e</sup> intent & meāing  
 afore<sup>sd</sup> shall & will warrent & for ever defend by these p<sup>r</sup>sents in  
 witness whereof th<sup>e</sup> parties have interchangeably their hands &  
 seales the day & yeare above written Tho T Baker O  
 Signed & Delivered in p<sup>r</sup>sence of<sup>e</sup> his marke  
 Ben: Rozer  
 Jonathan Marler

Thomas King acknowledgeth this Conveyance to Archiball Wahop  
 This Indenture made th<sup>e</sup> 8<sup>th</sup> of June 1669 betweene Tho: King  
 of Char: County in th<sup>e</sup> Province of Maryland of th<sup>e</sup> one p<sup>te</sup> &  
 Archiball Wahop of th<sup>e</sup> same County & province of th<sup>e</sup> oth<sup>r</sup> p<sup>te</sup>  
 Witneseth th<sup>t</sup> th<sup>e</sup> sd King for & in Considera<sup>on</sup> of th<sup>e</sup> su<sup>m</sup>e of  
 14000<sup>lb</sup> of Tobacco to him in hand p<sup>d</sup> by th<sup>e</sup> Wahop th<sup>e</sup> receipt  
 whereof he doth by these p<sup>r</sup>sents Acknowledge & himself to be  
 therew<sup>th</sup> fully satisfied contented & p<sup>d</sup> & th<sup>r</sup>of & th<sup>r</sup>frō & of & from  
 every p<sup>te</sup> & p<sup>cell</sup> thereof doth acquit Exonerate & discharge th<sup>e</sup> sd  
 Wahop his heirs Execu<sup>tr</sup> & Admis<sup>trs</sup> Hath bargained sold aliened  
 assigned set over & confirmed & by these p<sup>r</sup>sents doth bargain sell  
 aliene & confirme unto th<sup>e</sup> sd Wahop 400 Acres of land being p<sup>te</sup>  
 of a Devident of 500 acres sold to th<sup>e</sup> sd King by Tho: Stone &  
 John Stone & first taken up by M<sup>r</sup> Ja: Lendsy & by him sold to  
 Jeremiah Dickinson & afterwards bought of the sd Jeremiah by Rich:  
 Stone bro: to th<sup>e</sup> sd Tho: & John Stone begining at a bounded  
 white Oake being th<sup>e</sup> bound tree of Alex: Davies runing thence  
 North & by west for lenght 256 perches to th<sup>e</sup> Southermost bound  
 tree of M<sup>r</sup> Geo: Thompson Land called th<sup>e</sup> Planters delight now  
 in th<sup>e</sup> hand or occupa<sup>on</sup> of John Wheeler thence west northwest  
 250 perches to a bounded white Oake thence south 256 perchs to a  
 bounded spanish Oake thence till it come to th<sup>e</sup> first bounded tree  
 containeing & now fd out for 400 Acres more or less togeth<sup>r</sup> w<sup>th</sup> all  
 houses buildings barnes stables Gardens orchards yards backsids  
 Easm<sup>ts</sup> tenem<sup>ts</sup> meadows feedings pastures woods under woods ways  
 p<sup>ftts</sup> Co<sup>m</sup>odities or Appurtenances w<sup>soever</sup> to th<sup>e</sup> sd land or  
 p<sup>r</sup>ises belonging or in anywise apertāing & also all th<sup>e</sup> estate right  
 title Interest use property claime & demand of him th<sup>e</sup> sd Thomas  
 King of or in or to th<sup>e</sup> same & Also all deeds writings Evidences  
 touching or in anywise concerning th<sup>e</sup> same To have & to hold th<sup>e</sup>  
 fore<sup>sd</sup> Land w<sup>th</sup> appurtenances unto th<sup>e</sup> sd Wahop his heirs & Assg<sup>s</sup>  
 for ever & th<sup>e</sup> sd King doth for himself his heirs Execu<sup>trs</sup> & Ad-

minis<sup>trs</sup> Covenant p̄mise grant & And agree to & w<sup>th</sup> th<sup>e</sup> s̄d Wahop his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As̄s̄g<sup>s</sup> th<sup>t</sup> he th<sup>e</sup> s̄d King now is lawfully & rightfully possessed of a good & Just title in law of & in th<sup>e</sup> before bargained p̄mises & hath full & absolute powr to bargain sell & assure th<sup>e</sup> same & th<sup>t</sup> the p̄mises now are & forever hereafter shall be & Continue free & cleare & freely & clearly acquitted exonerated & discharged of & from all & singular former & oth<sup>r</sup> bargains sales Guifts grants leases rents arrearages of rents rent Charges Morgages Joyntur's Dow'rs right & titles of Dowrs claimes or Demand of any person or persons w<sup>t</sup>soever formerly had done or Com̄ited & th<sup>e</sup> s̄d King for himself his heirs Execu<sup>trs</sup> & Admis<sup>trs</sup> doth Coven<sup>t</sup> p̄mise & grant to & w<sup>th</sup> th<sup>e</sup> s̄d Wahop his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As̄s̄g<sup>s</sup> th<sup>t</sup> he th<sup>e</sup> s̄d Wahop his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & every of th<sup>m</sup> shall & may by force & virtu of these p̄sents from time to time & att all times for ever hereafter lawfully quietly peacably have hold use occupy poses & enjoy th<sup>e</sup> s̄d land & p̄mises w<sup>th</sup> Appurtenances & have rec: & take th<sup>e</sup> rents issues p̄fitts th<sup>r</sup>of to his or theire owne proper uses & behoofs w<sup>th</sup>out any manner of let trouble eviction or interruption of or by th<sup>e</sup> s̄d King his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> or As̄s̄g<sup>s</sup> or any of th<sup>m</sup> or of any oth<sup>r</sup> person or persons w<sup>t</sup>soever lawfully claimly from by or under him th<sup>m</sup> or any of th<sup>m</sup> or by his their or eith<sup>r</sup> of their means or p̄curem<sup>t</sup> th<sup>e</sup> rents & services w<sup>ch</sup> shall hencforth grow due & paiable for th<sup>e</sup> same to th<sup>e</sup> cheife L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> Fee or Fees for & in respect of their Seignory or Seignorys only excepted & foreprized And th<sup>e</sup> s̄d King for himself his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> doth Coven<sup>t</sup> & p̄mise to & w<sup>th</sup> the s̄d Wahop his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As̄s̄g<sup>s</sup> th<sup>t</sup> he th<sup>e</sup> s̄d King his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> shall & will att all times w<sup>th</sup>in seaven yeares next following att th<sup>e</sup> request & th<sup>e</sup> Cost & Charges in law of th<sup>e</sup> s̄d Wahop his heirs Execu<sup>trs</sup> Adminis<sup>trs</sup> or As̄s̄g<sup>s</sup> make seale & Deliver such further assurance or Assurans for th<sup>e</sup> p̄mises as he th<sup>e</sup> s̄d Wahop his heirs Exec<sup>trs</sup> or As̄s̄g<sup>s</sup> or any of th<sup>m</sup> his their or any of their Councell or learned in the law shall him th<sup>e</sup> s̄d King his heirs Exec<sup>trs</sup> or Admis<sup>trs</sup> or any of th<sup>m</sup> thereto require And th<sup>e</sup> s̄d King his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> th<sup>e</sup> before bargained p̄mises w<sup>th</sup> th<sup>e</sup> Appertenances unto th<sup>e</sup> s̄d Wahop his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As̄s̄g<sup>s</sup> ag<sup>t</sup> all persons w<sup>t</sup>soever shall & will warrant & for ever defend by these p̄sents In witness whereof the partys aforēsd have hereto interchangably set their hands & seales the day & yeare first above written

his mark

Thomas T King ☉

Signed Sealed & Deliverd  
 in p<sup>r</sup>sence of  
 Rich: Boughton  
 Stephen Mountague

John Munn acknowledgeth this fowling Conveyance to W<sup>m</sup> Nevill

Liber D  
[p. 93]

Liber D This Indenture made the eight day of June 1669 Betweene John Munn of Charles County in th<sup>e</sup> Province of Maryland Pl<sup>t</sup> of th<sup>e</sup> one parte & W<sup>m</sup> Nevill of th<sup>e</sup> County & province afores<sup>d</sup> of th<sup>e</sup> oth<sup>r</sup> pte Witnesseth th<sup>t</sup> th<sup>e</sup> sd John Munn for & in Considera<sup>o</sup>n of 2700<sup>th</sup> Tobacco to be pd on or before th<sup>e</sup> tenth day of 9<sup>hr</sup> next ensuing the date hereof Hath given granted bargained sold Assigned & set over & by these p<sup>r</sup>sents doth fully clearly & absolutely give grant bargain sell Assigne & set over unto th<sup>e</sup> sd W<sup>m</sup> Nevill all th<sup>t</sup> parcell of land formerly laid out for Thomas Cotes lying scituate & being in Charles County on th<sup>e</sup> south side of Piscatoway river on th<sup>e</sup> East side of a Creek in th<sup>e</sup> sd river called S<sup>t</sup> Thomas or Mata-

[p. 94] woman Creeke adjoining to Land forme<sup>l</sup>y laid out for David Prichard begi<sup>n</sup>ing att Prichards North west bound tree & runing north & by east up th<sup>e</sup> Creek for breath 75 perchs to a marked oake bounding on th<sup>e</sup> north by a line drawn northeast from th<sup>e</sup> end of th<sup>e</sup> north & by east line for lenght 100 perches & by a line drawn east from th<sup>e</sup> end of the northeast line for lenght 220 perchs on th<sup>e</sup> east by a line drawn South & by west from th<sup>e</sup> end of th<sup>e</sup> east line unto th<sup>e</sup> sd Prichards land on th<sup>e</sup> south w<sup>th</sup> the sd land on th<sup>e</sup> west w<sup>th</sup> the sd Creek q<sup>t</sup> & now laid out for 150 Acres more or less together w<sup>th</sup> all & singular th<sup>e</sup> houses edifices buildings barnes stables orchards yards lands meadows pastures feedings co<sup>m</sup>ons woods underwoods water water Courses fishings fowlings waies easem<sup>ts</sup> p<sup>r</sup>fits Comodities & hereditam<sup>ts</sup> w<sup>t</sup>soever to th<sup>e</sup> sd Land & p<sup>r</sup>mises belonging or in any mann<sup>r</sup> or way appertaining to have & to hold th<sup>e</sup> sd parcell of land & all & th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & appurtenances & every p<sup>r</sup>te & p<sup>r</sup>cell thereof unto th<sup>e</sup> sd W<sup>m</sup> Nevill his heirs Exec<sup>trs</sup> & Adminis<sup>trs</sup> to his & their ow proper use & behoofe for ever th<sup>e</sup> sd W<sup>m</sup> Nevill his heirs Exec<sup>trs</sup> & Adminis<sup>trs</sup> paying th<sup>e</sup> L<sup>d</sup> Proprietarys rents from time to time as it shall become due for & in respect of th<sup>e</sup> premises, & th<sup>e</sup> sd John Munn doth further Coven<sup>t</sup> p<sup>r</sup>mise & grant to & w<sup>th</sup> th<sup>e</sup> sd W<sup>m</sup> Nevill th<sup>t</sup> he th<sup>e</sup> sd W<sup>m</sup> Nevill his heirs Execu<sup>trs</sup> Adminis<sup>trs</sup> & Ass<sup>g</sup>s shall & may by force & vertue of these p<sup>r</sup>sents peaceably & quietly have hold occupy & possess & enjoy all and Singular th<sup>e</sup> p<sup>r</sup>mises before mentioned & every part & parcell th<sup>r</sup>of w<sup>th</sup> every of their rights titles members & Appurtenances w<sup>th</sup>out th<sup>e</sup> lawfull let sute trouble eviction or interruption of him th<sup>e</sup> said Munn or of or by him his heirs Exec<sup>trs</sup> & Adminis<sup>trs</sup> or of or by any person or person lawfully claiming by from or under him them or any of them or by his their or any of their title estate meanes or p<sup>r</sup>curem<sup>t</sup> & th<sup>e</sup> sd Munn for himself his heires Exec<sup>trs</sup> & Adminis<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & Appurtenances to th<sup>e</sup> intent & meaning afores<sup>d</sup> to th<sup>e</sup> sd Nevill his heirs Exec<sup>trs</sup> Adminis<sup>trs</sup> & Ass<sup>g</sup>s shall & will warrant & for ever defend by these p<sup>r</sup>sents Provided alwaies th<sup>t</sup> if th<sup>e</sup> above named W<sup>m</sup> Nevill his heirs Exec<sup>trs</sup> Adminis<sup>trs</sup> & Ass<sup>g</sup>s shall not on or before th<sup>e</sup> tenth day of November

next pay or cause to be pd unto th<sup>e</sup> sd John Munn his heirs Execu<sup>trs</sup> Liber D  
Admis<sup>trs</sup> & As<sup>sgs</sup> the sume of 2700<sup>th</sup> Toba: in Cask as is before  
mentioned that then this Indenture together w<sup>th</sup> the bargaine & sale  
of the sd land & p<sup>r</sup>mises befor inserted to be void & of none effect  
otherwise to stand in full force effect & virtue In witness whereof  
the partys have interchangeably to these p<sup>s</sup>ent indentures set their  
hand & seale the day & yeare first above written

Signed Sealed & Deliverd

John **f** Munn ☉  
his Mark

in p<sup>r</sup>sence of

Tho: Bennet

Stephen Mountague

Francis Adames Acknowledgeth this ensueing Conveyance to [p.95]  
Rich: Jones

This Indenture made th<sup>e</sup> eight of June 1669 betwixt Francis  
Adames on th<sup>e</sup> one p<sup>r</sup>te & Rich: Jones pl<sup>t</sup> on th<sup>e</sup> oth<sup>r</sup> p<sup>r</sup>te Witnesseth  
th<sup>t</sup> th<sup>e</sup> sd Adames for & in Consideracon of a certaine sume of  
to<sup>b</sup>ac to him in hand pd whereof & wherew<sup>th</sup> he acknowledgeth him-  
self fully satisfied Content'd & pd & of every p<sup>r</sup>te & p<sup>r</sup>cell thereof  
Hath given granted Alien'd bargained sold enffeo<sup>ff</sup>ed & confirmed &  
by these p<sup>r</sup>sents doth fully clearly & absolutely give grant Alien  
bargaine sell enffeo<sup>ff</sup> & confirme unto Rich: Jones all th<sup>t</sup> p<sup>r</sup>cell  
of land called Battchellours hope & by estimation laid out for 100  
Acres more or less according to Survey & lying in Cha<sup>r</sup> Cou<sup>ty</sup>  
afore<sup>s</sup>d begining at a bounded whit Oake standing on th<sup>e</sup> south  
sid of a branch called S<sup>t</sup> Francis branch lying neare the land of  
Mathias Bryan runing East & by North for breadth 60 perches to a  
bounded red Oake thence runing South & by east for lenght 266  
perchs to a bounden red Oake thence runing West & by south 60  
perches to a bounden red Oak & from thence ruing north & by West  
untill it intersect a paralell line q<sup>t</sup> & now fd out for 100 Acres to-  
gether w<sup>th</sup> all houses Edifices buildings barnes stables gardens y<sup>r</sup>ds  
Orchards backsids Easem<sup>ts</sup> lands tenem<sup>ts</sup> meadows feedings pasturs  
woods underwoods waies p<sup>r</sup>fits Comodities hereditam<sup>ts</sup> & Appurte-  
nances w<sup>ts</sup>soever to th<sup>e</sup> same belonging or to any p<sup>r</sup>te or p<sup>r</sup>cell th<sup>r</sup>of  
any manner of way appertaining & allso all th<sup>e</sup> estat right title  
Interest use propriety cla<sup>m</sup>e or demand of him th<sup>e</sup> sd Adames of  
in or to th<sup>e</sup> same alsoe all deeds writings evidences w<sup>ts</sup>soever touch-  
ing or concerning th<sup>e</sup> same or any p<sup>r</sup>te or p<sup>r</sup>cell thereof To have &  
to hold th<sup>e</sup> afore<sup>s</sup>d p<sup>r</sup>cell of land & all & singular other the p<sup>r</sup>mises  
w<sup>th</sup> their & every of their rights members & Appertenances w<sup>ts</sup>soever  
unto th<sup>e</sup> sd Jones his heirs Execut<sup>rs</sup> for ever & th<sup>e</sup> sd Adams doth  
for himself his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> Coven<sup>t</sup> p<sup>r</sup>mise &  
grant to & w<sup>th</sup> th<sup>e</sup> sd Jones his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> th<sup>t</sup>  
he th<sup>e</sup> sd Adams now is lawfully & Justly possest of a Just title in  
law of & in th<sup>e</sup> before bargained p<sup>r</sup>mises & hath full & absolute powr  
to bargain sell & Assure th<sup>e</sup> same & th<sup>e</sup> premises now are & for

Liber D ever hereafter shall be & Continue free & cleare & freely & clearly acquitted exonerated & dischargd of & from all & singular other bargaines sales gifts grants leases rent arrearages of rents rent charges Margages Joyntures Dowres right & title of Dowr's claimes or demands w<sup>soever</sup> of him them or any of th<sup>m</sup> had done or Comited or to be had done or Comited And th<sup>e</sup> sd Adams for himself his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> doth Coven<sup>t</sup> p<sup>mise</sup> & grant to & w<sup>th</sup> th<sup>e</sup> sd Jones his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> by these p<sup>resents</sup> th<sup>t</sup> th<sup>e</sup> sd Jones his heirs Ex<sup>tr</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> & every of th<sup>m</sup> shall & may by force & vertue of these p<sup>sen</sup><sup>ts</sup> from time to time & att all times hereafter lawfully quietly & peacably have hold use occupy possess & enjoy th<sup>e</sup> sd land & all & singular th<sup>e</sup> p<sup>rmises</sup> before granted w<sup>th</sup> theire & every of their rights members & Appurtenances & have rec: & take th<sup>e</sup> rents Issues & p<sup>fits</sup> thereof to his or their own p<sup>per</sup> use & behoofes w<sup>thout</sup> any manner of lett trouble eviction or interruption of or by th<sup>e</sup> sd Adames or of or by his heires Ex<sup>trs</sup> or Admis<sup>trs</sup> or of

[p. 96] or by any person or Persons lawfully claimeing by from or under th<sup>m</sup> or any of th<sup>m</sup> or by his their or any of their means or procurem<sup>t</sup> The rents & services which from henceforth shall grow due & payable to th<sup>e</sup> cheife L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> fee or fees thereof for his Seignory or Seignorys only excepted or fore prized & th<sup>e</sup> sd Francis for himself his heirs Ex<sup>trs</sup> & Admis<sup>trs</sup> doe further Coven<sup>t</sup> & agree to & w<sup>th</sup> th<sup>e</sup> sd Rich: his his Ex<sup>trs</sup> Amis<sup>trs</sup> th<sup>t</sup> he th<sup>e</sup> sd Francis his heirs Ex<sup>trs</sup> & Administ<sup>rs</sup> shall & will at any time or times w<sup>th</sup>in seven years next following upon th<sup>e</sup> request & att th<sup>e</sup> Cost & Charege of th<sup>e</sup> sd Rich: his heirs Ex<sup>trs</sup> & As<sup>sgs</sup> make & deliver such furthe Assur-  
ance & Assurances for th<sup>e</sup> p<sup>rmises</sup> as he th<sup>e</sup> sd Jones his heirs & As<sup>sgs</sup> or any of th<sup>m</sup> or his or their or any of th<sup>r</sup> Councell learned in th<sup>e</sup> laws shall him th<sup>e</sup> sd Adams his heirs Ex<sup>trs</sup> or Admis<sup>trs</sup> or any of th<sup>m</sup> thereto require And th<sup>e</sup> sd Adams for himself his heires Ex<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> all & singular th<sup>e</sup> before bargained p<sup>rmises</sup> w<sup>th</sup> their appurtenances & every part & parcell thereof unto th<sup>e</sup> sd Jones his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sgs</sup> to th<sup>e</sup> intent & means afore<sup>sd</sup> shall & will warrant & for ever defend by these p<sup>resents</sup> In witness whereof th<sup>e</sup> parties first above nam'd to these p<sup>resents</sup> Indentures have interchangeably set their hands & seales the day & yeare first above written

Francis Adames ©

Signed sealed & Delivered

in presence of

Tho: Bennett

W<sup>m</sup> Nevill

Henry Bonner

John Woodard his marke Cropt on th<sup>e</sup> right eare & two slits in th<sup>e</sup> Crop

John Chaireman enters his mark for horses Cropt on th<sup>e</sup> right eare



John Walters his Gift to W<sup>m</sup> Barton son of Na: Barton One Liber D  
filly fole braned on th<sup>e</sup> neare buttock w<sup>th</sup> OL w<sup>th</sup> an hollow Crop  
on th<sup>e</sup> near eare & a white star on her forehead

John Helm his Mark A Crop on th<sup>e</sup> left eare & a slit in th<sup>e</sup> Crop  
under keeled in the right eare & over halfed

Christopher Snow his marke Cropt & three slitts on th<sup>e</sup> left eare  
& Croped & underkeel'd & holed of th<sup>e</sup> Right

Henry Aspinoll Junior his Mark Cropt on th<sup>e</sup> left Eare & a bitt  
taken out underneath th<sup>e</sup> Crop & on th<sup>e</sup> right eare over keeled &  
a nick underneath

Jacob Plea his marke 2 slits on th<sup>e</sup> left eare & one on th<sup>e</sup> Right [p. 97]  
eare

M<sup>r</sup> Sam: Fendall his mark of Hoggs Cattle & Horses Cropt on th<sup>e</sup>  
left eare & underkeeled on th<sup>e</sup> right w<sup>th</sup> a Little peece taken out of  
th<sup>e</sup> upper side of the same eare

Henry Moores mark for Horses & Catle a Double Crosse

W<sup>m</sup> Loves mark for Hoggs Cattle & horses 3 slits on th<sup>e</sup> right &  
underkeeled on th<sup>e</sup> left

John Price his marke a figure of three underneath each eare

W<sup>m</sup> Barker his marke for Cattle & hoggs T T upon Each Eare

John Bonds Deed of Gift to John Robinson All his moveables  
Good & w<sup>t</sup>soever else belongs to him

M<sup>r</sup> Hump: Warren demands a writt ver W<sup>m</sup> Nevill

A warrant to th<sup>e</sup> sheriff returnable ut sup̄

Ditto versus Giles Glover

A warrant to th<sup>e</sup> sheriffe returnable ut sup̄

Ditto versus Edmund Lambard

A warrant to the Sheriff returnable ut sup̄

Ditto versus Laurance Little

A warrant to th<sup>e</sup> sheriffe returnable ut sup̄

M<sup>r</sup> James Lendsey versus Hugh French

A warrant to the sheriff returna<sup>bl</sup> ut sup̄

M<sup>r</sup> Benja: Rozer versus W<sup>m</sup> Boyden

A warrant to th<sup>e</sup> sheriffe returna<sup>bl</sup> ut sup̄

Ditto versus Francis Wine

A warrant to th<sup>e</sup> sheriffe return<sup>bl</sup> ut supra

Ditto versus James Littlepage

A warrant to th<sup>e</sup> sheriff returna<sup>bl</sup> ut sup̄

John Douglas versus Edw: Maddack

A warrant to th<sup>e</sup> sheriff returna<sup>bl</sup> ut sup̄

John Wahab versus John Mold & Tho: Greenfeild

A warrant to th<sup>e</sup> sheriff returnable ut sup̄

Nicho: Turner versus John Meredith

A warr<sup>t</sup> to th<sup>e</sup> sheriff returna<sup>bl</sup> ut sup̄

Liber D Francis Wine ver: Ed: Maddock Sub: W<sup>m</sup> Marshall & Rich: Morrice

A warrant to th<sup>e</sup> sheriffe returnable ut sup̄

Rich Dodd an Attachm<sup>t</sup> servd by the sheriff

M<sup>r</sup> James Lendsey versus Hamond Norton Subp: Laurance Little Rach: Little Edea hill, A warr<sup>t</sup> to th<sup>e</sup> sheriffe return<sup>bl</sup> ut sup̄

Ditto ver Geo: Willams subp: Hugh French Ra: Little: Mary Hobner: Edea Baker

A warrant to th<sup>e</sup> Sheriffe return<sup>bl</sup> ut sup̄

Tho: Baker & Sam: Cressy a scire Facias ver: Rich: Stone & Tho: Stone

A warr<sup>t</sup> to th<sup>e</sup> sheriff returble ut sup̄

The Deed & Gift of M<sup>r</sup> Francis Dowty Minister to Charles & Daniell & Joy Oneale Children to Cap<sup>t</sup> Hugh Oneale 4 Cow yearlings Cropt of ears & holed on th<sup>e</sup> right, to be equally divided as they come to years witness his hand & Seale th<sup>e</sup> 16 of July 1669

Signed sealld & Deli:

Francis Dowty ☉

in p<sup>r</sup>sence of

Tho: Hensy

Gyles Tomkins

[p. 98] The Deed of Gift of Cap<sup>t</sup> Hugh Oneale to his Daughter Venifrett one browne Cow called cherry w<sup>th</sup> a starr on her foreheade & a flowre Deluce on both ears & th<sup>e</sup> tipp taken away on her left eare & th<sup>e</sup> mark of her increase Cropt on both ears & an hole in th<sup>e</sup> left witness my hand & seale Aug<sup>t</sup> th<sup>e</sup> 10 1669 Huhg Oneale ☉  
Witness Henry Bonner

Henry Fletcher his mark Cropt on th<sup>e</sup> left eare & under bite

Tho: Ashbrowke his mark Cropt on th<sup>e</sup> left eare two slits in th<sup>e</sup> Crop & th<sup>e</sup> right eare

John Keane his Deed of Gift to Tho: Ashbrouke

I doe freely give to Tho Ashbrouke & his heires for ever one heffer w<sup>ch</sup> is att John Wheelers witness my hand this last of October 1668 John + Keane

Testes James Lendsey

his mark

John Hutchinson

John Bezick enters his mark Cropt on th<sup>e</sup> right eare & two slits in it & under keeled & over keeled in th<sup>e</sup> same eare & th<sup>e</sup> left eare is slit & underkeeled.

Benj<sup>a</sup> marshiguay his mark for horses cropt on the left Eare

Alexander Simpson att th<sup>e</sup> request of M<sup>rs</sup> Ann Fouke, concerning the division of A parcell of land depending betwixt M<sup>r</sup> Job Chandler & M<sup>r</sup> Simon Oversee deposeth Liber D

Alexander Simpson aged about forty years deposeth, th<sup>t</sup> att th<sup>e</sup> request of M<sup>r</sup> Job Chandler he being then a liver in M<sup>r</sup> Job Chandlers house, went along w<sup>th</sup> th<sup>e</sup> Surveyor Gen<sup>r</sup> M<sup>r</sup> Robert Clarke to marke th<sup>e</sup> Division of a parcell of land, depending betwix M<sup>r</sup> Job Chandler & M<sup>r</sup> Oversee which land they bought of M<sup>r</sup> W<sup>m</sup> Lewis and Containes two thousand Acres more or less & lies upon th<sup>e</sup> East side of Portobacco Creek The Division of w<sup>ch</sup> land begins att a white Oake standing upon th<sup>e</sup> second branch from th<sup>e</sup> now dwelling house of M<sup>rs</sup> Ann Fouke, And further this Deponant saith th<sup>t</sup> he hath severall times heard M<sup>r</sup> Job Chandler & M<sup>r</sup> Simon Oversee speaking & discoursing of th<sup>e</sup> Division of th<sup>e</sup> said land depending betwixt them And as to th<sup>e</sup> same they were both well satisfied, And further saith not.

Alex: Simpson *AS* his mark

Sworne before me this

twentieth Sixt of October 1669

Henry Adames

Thom: Alcock his Cropt & holed in both ears

Att A Court held in Charles County the 10 Aug<sup>t</sup> 1669

[p. 99]

p<sup>r</sup>sent Comissioners

M <sup>r</sup> Tho: Mathews	} M <sup>r</sup> Henry Adams	{ M <sup>r</sup> Fr: Pope
M <sup>r</sup> James Lendsey		

Elizabeth Bridgets being now 9 yeares old is Judged to serve mother Michle till she be eighteen yeares old or th<sup>t</sup> th<sup>e</sup> old woman dye w<sup>ch</sup> shall first happen

Thomas Bennett acknowledgeth this following Conveyance to Tho: Wardner

This Indenture made th<sup>e</sup> second day of Aug<sup>t</sup> 1669 betwixt Tho: Bennet of S<sup>t</sup> Marys County in th<sup>e</sup> Province of Maryland of th<sup>e</sup> one p<sup>te</sup> & Tho: Wardner of th<sup>e</sup> afore<sup>s</sup>d County & Province on th<sup>e</sup> oth<sup>r</sup> p<sup>te</sup> Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Tho: Bennet as well for & in Considera<sup>o</sup>n of 10000<sup>th</sup> of Tobacco in Cask to him in hand p<sup>d</sup> by th<sup>e</sup> s<sup>d</sup> Tho: Wardner where w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Bennett doth acknowledge himself to be fully satisfied & th<sup>o</sup>f & th<sup>r</sup>from & of & from every p<sup>te</sup> & p<sup>cell</sup> th<sup>o</sup>f doe acquit release & discharge th<sup>e</sup> s<sup>d</sup> Wardner his heirs Execu<sup>tr</sup>s & Admis<sup>tr</sup>s by these p<sup>r</sup>sents as alsoe for diverse oth<sup>r</sup> Good Causes & Considera<sup>o</sup>ns him unto moveing Have given grant<sup>d</sup> aliened bargained sold enfeoffed & Confirmed & by these p<sup>r</sup>sents doe fully clearly & absolutly give grant aliene enfeoffe bargain sell & Confirme unto th<sup>e</sup> s<sup>d</sup> Wardner his heirs Execu<sup>tr</sup>s Admis<sup>tr</sup>s & As<sup>s</sup>g<sup>s</sup> for ever all th<sup>t</sup> p<sup>cell</sup> of Land lying on th<sup>e</sup> north side of Potomack river

Liber D in Charles County beginning at a marked Locust standing on th<sup>e</sup> high Cliffs some two Leagues above Caedar point from thence runing north by th<sup>e</sup> river side for th<sup>e</sup> lenght of 120 perches to a marked white Oake standing on th<sup>e</sup> side of an hill by Sam Cresseys fence (belonging formerly to W<sup>m</sup> Robinson) from thence runing East into the woods for lenght 200 perches to a marked red Oake from thence runing south till it intersect Thom: Bakers line & soe downe his line to th<sup>e</sup> first bound tree being th<sup>e</sup> land formerly belonging to John Nevill decs<sup>d</sup> & being th<sup>e</sup> one moiety of a pcell of land granted by Patten to John Gerbo q<sup>t</sup> 300 Acres bearing date th<sup>e</sup> 14 of Aprill 1653 & Assigned to th<sup>e</sup> sd Nevill by th<sup>e</sup> sd Gerbo th<sup>e</sup> 21 of X<sup>br</sup> 1655 & to Allen & Munn by W<sup>m</sup> Nevill sone & heir to th<sup>e</sup> sd Jo: Nevill 9<sup>br</sup> 1667 excepting a small pcell of land runing frō th<sup>e</sup> sd locust to a spring & from th<sup>e</sup> spring to th<sup>e</sup> sd Bakers line w<sup>th</sup> all & singular its rights members & Appurtenances togeth<sup>r</sup> w<sup>th</sup> all houses buildings Orchards Gardens yards backsids lands tenem<sup>ts</sup> feedings pastures woods underwoods ways pfitts Comoditys hereditam<sup>ts</sup> & Appertenances w<sup>soever</sup> to th<sup>e</sup> sd land or any pte or pcell thereof or in any manner of waies Appertaining & also all th<sup>e</sup> estate right title Interest use property Claime & Demand w<sup>soever</sup> of him th<sup>e</sup> sd Bennett of in & to th<sup>e</sup> same & all deeds writings & evidences touching or Concerning th<sup>e</sup> p<sup>r</sup>mises or any pte or pcell thereof To have & to hold th<sup>e</sup> fore<sup>sd</sup> pcell of land & all & singular oth<sup>r</sup> th<sup>e</sup> p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members Appurten<sup>cs</sup> w<sup>soever</sup> to him th<sup>e</sup> sd Wardner his heirs & As<sup>sg</sup>s for ever & th<sup>e</sup> sd Bennett doth for himself his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> Covenant p<sup>r</sup>mise & grant to & w<sup>th</sup> th<sup>e</sup> sd Tho: Wardner his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sg</sup>s th<sup>t</sup> he th<sup>e</sup> sd Bennet is now lawfully & justly possest of a just & due title & Claime in law of & in th<sup>e</sup> before bargain'd p<sup>r</sup>mises & hath full & absolute pow'r to bargain sell & assure th<sup>e</sup> same & th<sup>t</sup> th<sup>e</sup> sd p<sup>r</sup>mises now are & for ever hereafter shall be & Continue free & cleare & freely & clearly acquitted exonerated & discharged of & from all & singular bargaines sals gifts Grant leases rents Arrearages of rents rent charges Morgags Joyntures Dowres rights & titles of Dowres Claimes & demands w<sup>soever</sup> of him or any frō him formerly had done or Comited or to be had done or Comited & th<sup>e</sup> sd Tho: Bennett for himself his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> th<sup>e</sup> afor<sup>sd</sup> pcell of Land & all & singular oth<sup>r</sup> the p<sup>r</sup>mises before grant'd bargain'd & sold w<sup>th</sup> th<sup>e</sup> Appertenances unto th<sup>e</sup> sd Wardner his heires & As<sup>sg</sup>s for ever ag<sup>t</sup> him th<sup>e</sup> sd Bennet his heirs & As<sup>sg</sup>s & ag<sup>t</sup> all & every person or persons w<sup>soever</sup>

[p. 100] lawfully claimeing From by or under him & ag<sup>t</sup> all oth<sup>r</sup> p<sup>r</sup>sons w<sup>soever</sup> shall & will warrant & for ever Defend by these p<sup>r</sup>sents & th<sup>e</sup> sd Bennett for himself his heirs Exec<sup>trs</sup> & Adminis<sup>trs</sup> doth Covenant p<sup>r</sup>mise grant & agree to & w<sup>th</sup> th<sup>e</sup> sd Wardner his heirs Exe<sup>trs</sup> Admis<sup>trs</sup> & As<sup>sg</sup>s & every of th<sup>m</sup> by these p<sup>r</sup>sents th<sup>t</sup> th<sup>e</sup> sd Tho: Wardner his heirs Exec<sup>trs</sup> Adminis<sup>trs</sup> & As<sup>sg</sup>s & every of th<sup>m</sup> shall & may by froce & vertue of these p<sup>r</sup>sents from time to time &

att all times for ever hereafter lawfully quietly and peacably have Liber D  
 hold use occupy possess & enjoy th<sup>e</sup> sd Land & all & singular th<sup>e</sup>  
 before granted p<sup>r</sup>mises w<sup>th</sup> their rights members & Appurtenances &  
 have & receive & take th<sup>e</sup> rents issues & p<sup>r</sup>fits thereof to his or their  
 owne p<sup>r</sup>per use & behoofe w<sup>th</sup>out a manner of lett trouble eviction  
 or interruption of or by th<sup>e</sup> sd Bennett his heirs Exec<sup>trs</sup> or Admis<sup>trs</sup>  
 or of or by any of them or of or by any oth<sup>r</sup> person or persons  
 w<sup>so</sup>ever The rents or services w<sup>ch</sup> shall henceforth frō time to time  
 for & in respect of th<sup>e</sup> forementioned p<sup>r</sup>mises hereby sold shall grow  
 due & payable to th<sup>e</sup> Cheife L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> Fee or Fees thereof for  
 & in respect of his or their Seignory or Seignorys only excepted &  
 foreprized In witnesse hereof th<sup>e</sup> p<sup>r</sup>ties first above mentioned to these  
 Indenturs have interchangbly set their hands & seals th<sup>e</sup> day & yeare  
 first above written. Thomas Bennet ○

Signed seald & Delivered  
 in p<sup>r</sup>sence of  
 George Thompson  
 Henry Moore  
 Henry Bonner

Nicholas Emanson acknowledgeth this fowling Conveyance to M<sup>r</sup>  
 Stephen Montague

This Indenture made th<sup>e</sup> 29 of July 1669 Betweene Nicholas  
 Emanson of Charles County on th<sup>e</sup> one p<sup>r</sup>te & Stephen Mountague  
 of th<sup>e</sup> same County & p<sup>r</sup>vince on th<sup>e</sup> oth<sup>r</sup> p<sup>r</sup>te Witnesseth th<sup>t</sup> th<sup>e</sup> sd  
 Nicholas Emanson for & in Consideration of 5000<sup>th</sup> of Tobacco &  
 Cask to him in hand p<sup>d</sup> by th<sup>e</sup> sd Stephen Montague th<sup>e</sup> recp<sup>t</sup>  
 whereof he doth by these p<sup>r</sup>sent<sup>s</sup> acknowledge & himself to be therew<sup>th</sup>  
 fully satisfied Contented & p<sup>d</sup> & th<sup>r</sup>of & th<sup>r</sup>frō & of & frō every  
 p<sup>r</sup>te & p<sup>r</sup>cell th<sup>r</sup>of doth acquit release & discharge th<sup>e</sup> sd Montague  
 his heirs exe<sup>trs</sup> & Admis<sup>trs</sup> Hath bargained sold alien'd enfeofed  
 set over & confirmd & by these p<sup>r</sup>sents doth bargaine aliene assigne  
 enfeofe sett over & confirme unto th<sup>e</sup> sd Step: Montague all th<sup>e</sup>  
 p<sup>r</sup>cell of Land call'd Howland lying on th<sup>e</sup> north side of Piscatoway  
 river on th<sup>e</sup> south side of a Creeke in th<sup>e</sup> sd river caled Mattawoman  
 or S<sup>t</sup> Tho: Creek begining at a marked Oake by th<sup>e</sup> Creek side in  
 an Indian feild runing East & by north up Creek & swap for breadth  
 100 perachs to a marked Oake in th<sup>e</sup> woods bounding on th<sup>e</sup> east  
 by a line drawn South & by east from th<sup>e</sup> sd Oake for lenght 320  
 perchs on th<sup>e</sup> south by a line drawn west & by south from th<sup>e</sup> end  
 of th<sup>e</sup> South & by east line for bredth 100 perchs on th<sup>e</sup> west by a  
 line drawn north & by west frō th<sup>e</sup> end of th<sup>e</sup> west & by south line  
 to th<sup>e</sup> first marked Oake on th<sup>e</sup> north by th<sup>e</sup> sd Creek q<sup>t</sup> 200 Acres  
 more or less together w<sup>th</sup> all houses edifices buildings barnes stables  
 Gardens Orchards yards backsids Easm<sup>ts</sup> tenem<sup>ts</sup> meadows fedings  
 pastures woods underwoods ways p<sup>r</sup>fits Comodities & Appurtenancs  
 w<sup>so</sup>ever to th<sup>e</sup> sd Land belonging or in any wayes appertaining &  
 also all th<sup>e</sup> estate right title interest use p<sup>r</sup>erty claime & demand of

Liber D him the sd Emanson of in or to the same & also all deeds writings & evidences w<sup>soever</sup> touching or concerning the same To have & to hold the afore<sup>sd</sup> land & p<sup>r</sup>mises w<sup>th</sup> the Appurtenances unto the sd Mountague his heires & Assg<sup>s</sup> for ever & the sd Emanson doth for himself his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> Covenant p<sup>r</sup>mise & grant to & w<sup>th</sup> the sd Montague his heirs Exec<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> th<sup>t</sup> he the sd Emanson now is lawfully posset of a good & just title in law of & in the before bargain'd p<sup>r</sup>mises & hath full pow'r to bargain sell & assure the same & th<sup>t</sup> The sd p<sup>r</sup>mises now are & for ever hereafter shall be & Continue free & cleare & freely & clearly acquitted exonerated & discharged of & from all & singular other bargains sales gifts grants leases rents Arrearges of rents rent chargs Morgages Joyntures Dowres rights & titles of Dowrs claimes & demands of any person or persons w<sup>soever</sup> formerly had done or Comited or to be had done or Comited & the sd Emanson doth for himself his heirs Executors & Admis<sup>trs</sup> Coven<sup>t</sup> p<sup>r</sup>mise & grant to & w<sup>th</sup> the sd Montague his heirs Execu<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> th<sup>t</sup> he the sd Montague his heirs Exe<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> & every of th<sup>m</sup> shall & may by force & vertue of these p<sup>r</sup>sen<sup>ts</sup> from time to time & att all times fo<sup>r</sup>ever hereafter lawfully peacably & quietly have use occupy posses & enjoy the sd land & p<sup>r</sup>mises w<sup>th</sup> the Appurtenances & have rec: & take the rents Issues & p<sup>r</sup>fitts thereof to his & their o<sup>w</sup>e p<sup>p</sup> use & behoofe w<sup>thout</sup> any manner of lett troble evi<sup>con</sup> or interruption of or by the sd Emanson his heirs & Assg<sup>s</sup> or any of them or of or by any oth<sup>r</sup> person or persons w<sup>soever</sup> lawfully claiming the same fr<sup>o</sup> by or under him th<sup>m</sup> or any of th<sup>m</sup> or by his theire or any of their means or p<sup>r</sup>curem<sup>ts</sup> the rents & services w<sup>ch</sup> henceforth shall grow due or paialbe for the same to the cheife L<sup>d</sup> or L<sup>ds</sup> of the fee or Fees th<sup>o</sup>f for & in respect of his or their Seig<sup>ry</sup> or Seig<sup>rys</sup> only excepted & foreprized & the sd Emanson, for himself his heirs Ex<sup>trs</sup> & Admis<sup>trs</sup> doth Coven<sup>t</sup> & p<sup>r</sup>mise to & w<sup>th</sup> the sd Montague his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> th<sup>t</sup> he the sd Emanson his heirs Ex<sup>trs</sup> & Admis<sup>trs</sup> shall & will att any time w<sup>th</sup>in seven years next folling att the request & at the Cost & Charges in law of the sd Montague his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> or Assg<sup>s</sup> make seale & d<sup>d</sup> such furth<sup>r</sup> assurance or Assurances for the sd p<sup>r</sup>mises as he the sd Montague his heires or Assg<sup>s</sup> shall think fit or any of th<sup>m</sup> or any of their Councill or learn'd in law shall him the sd Emanson his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> of any of th<sup>m</sup> thereto require & the said Emanson his heirs Ex<sup>trs</sup> & Admis<sup>trs</sup> the before bargained p<sup>r</sup>mises w<sup>th</sup> the Appurtenances unto the sd Montague his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg<sup>s</sup> ag<sup>t</sup> all persons w<sup>soever</sup> shall & will by th<sup>s</sup> p<sup>r</sup>sents warrant & for ever defend In witness whereof the p<sup>r</sup>ties afore<sup>sd</sup> to th<sup>s</sup> p<sup>r</sup>sen<sup>t</sup> Indenturs have interchangably set their hands & seals the day & yeare first above written

Signed sealed & Deliverd

Nich: Emanson ☉

in p<sup>r</sup>sence of

Robert Robins

Gerrard Browne

John Wheeler acknowledgeth this fowlowing Conveyance to W<sup>m</sup> Dickson Liber D

This Indenture made th<sup>e</sup> 30 of March 1668 betweene John Wheeler of Charles County in th<sup>e</sup> Province of Maryland Planter on th<sup>e</sup> one pte and W<sup>m</sup> Dickson of the same County planter on th<sup>e</sup> other pte Witnesseth th<sup>t</sup> th<sup>e</sup> sd John Wheeler as well for & in Considera<sup>o</sup>n of th<sup>e</sup> quantity of 2100<sup>th</sup> of Tobacco in hand pd before th<sup>e</sup> ensealing hereof by th<sup>e</sup> sd W<sup>m</sup> Dickson whereof & wherew<sup>th</sup> th<sup>e</sup> sd Wheeler doth acknowledg himself satisfied Contented & pd & thereof & of every pte & parcell thereof doth acquitt & Discharge th<sup>e</sup> sd Dickson his heirs Exec<sup>trs</sup> & Admis<sup>trs</sup> & every of th<sup>m</sup> by these p<sup>r</sup>sents as also for diverse other good Causes & considera<sup>o</sup>ns him hereunto moving Have granted bargained sold assigned sett over and Confirmed & by these p<sup>r</sup>sents doe fully clearely & absolutely grant bargain sell assigne & sett over & Confirme unto th<sup>e</sup> sd Dickson his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg th<sup>t</sup> pcell of lying & being in Charles County in th<sup>e</sup> woods begining at a bound red Oake standing on th<sup>e</sup> south side of a branch joyning upon th<sup>e</sup> land formerly surveyed by M<sup>r</sup> Geo: Thompson Called th<sup>e</sup> planters delight runing South & by East for breadth 80 perchs to a bounded white Oake runing west & by south for lenght 160 perchs to a bounded white Oake ruing north & by west 20 perches to a Hickary standing upon th<sup>e</sup> sd run runing along th<sup>e</sup> sd run untill it meet w<sup>th</sup> th<sup>e</sup> first bound tree q<sup>t</sup> by estimation 65 Acres be th<sup>e</sup> sam more or less now in th<sup>e</sup> tenure or occupation of th<sup>e</sup> sd Wheeler or his Assg<sup>s</sup> As by Patten Granted unto th<sup>e</sup> sd Wheeler [p. 102] for th<sup>e</sup> same bearing date th<sup>e</sup> 2 of 9<sup>br</sup> 1668 will appeare Called Stoke hill all & singular w<sup>ch</sup> sd Land together w<sup>th</sup> all & singular th<sup>e</sup> houses building structures or Edifices w<sup>so</sup>ever there unto belonging or Appertaining together w<sup>th</sup> all th<sup>e</sup> Orchards Gardens pastures feedings Co<sup>m</sup>ons Co<sup>m</sup>ons of pastur Range for hogs woods Underwoods water water Courses fishings fowlings ways easem<sup>ts</sup> Proffitts Co<sup>m</sup>odities & hereditam<sup>ts</sup> w<sup>so</sup>ever unto th<sup>e</sup> sd pcell of Land blonging or any way appertaining To have & to hold th<sup>e</sup> sd pcell of land & all & singulall th<sup>e</sup> p<sup>r</sup>mises aforementioned to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> Appertenances & every pte & pcell thereof w<sup>so</sup>ever before named or recited unto th<sup>e</sup> sd Dickson his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg for ever yeelding & paying yearly th<sup>e</sup> L<sup>d</sup> Proprietarys rent for th<sup>e</sup> sd pcell of Land in manner & forme as is in th<sup>e</sup> patten afore<sup>sd</sup> exprest & th<sup>e</sup> sd Wheeler for himself his heirs Ex<sup>trs</sup> & Admis<sup>trs</sup> doe Covenant grant & agree to w<sup>th</sup> & th<sup>e</sup> sd Dickson his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg & every of th<sup>m</sup> by these p<sup>r</sup>sents th<sup>t</sup> he th<sup>e</sup> sd Dickson his heirs Ex<sup>trs</sup> Admis<sup>trs</sup> & Assg shall & may lawfully Peacably & quietly have hold occupy possess & enjoy all & singular th<sup>e</sup> p<sup>r</sup>mises before by these p<sup>r</sup>sents bargaind & Sold & every pte & pcell th<sup>r</sup>of w<sup>th</sup> every th<sup>e</sup> rights members & Appertenances w<sup>th</sup>out th<sup>e</sup> lawfull let sute trouble Evi<sup>o</sup>n Expul<sup>o</sup>n Interru<sup>o</sup>n or demand of or by th<sup>e</sup> sd Wheeler or of

Liber D or by his heirs Ex<sup>trs</sup> Adm<sup>trs</sup> or any or either of th<sup>m</sup> or of or by any oth<sup>r</sup> person or persons lawfully Claiming from by or under th<sup>m</sup> or any of th<sup>m</sup> or their or any of their uses or by from or under their or any of their title Estate meanes or ꝑcurem<sup>t</sup> as also acquitted & Discharged or w<sup>th</sup>in Convenient time after reasonable req<sup>t</sup> made well & sufficiently sav'd & kept harmless of & from all & all manner of former & oth<sup>r</sup> bargains sales estats former leases titles Dowrs Rights or titles of Dowrs Joyntures Intales will rents Chargs Rent services Arearages of rents statutes recognizances Judgm<sup>ts</sup> Exetions titles troubles Charges & demands w<sup>t</sup>soever had made done or Comitted or wittingly or willingly suffered by th<sup>e</sup> sd Wheeler his heirs or Assg or any of th<sup>m</sup> or to their or any of their uses or by their or any of their titles Estate means or ꝑcurem<sup>t</sup> & th<sup>e</sup> sd Wheeler for himself his heirs Ex<sup>trs</sup> & Adm<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>misses w<sup>th</sup> their Appertenances & every p<sup>r</sup>te & ꝑcell thereof unto th<sup>e</sup> sd Dickson his heirs Ex<sup>trs</sup> Adm<sup>rs</sup> & Assg to th<sup>e</sup> intent & meaning aforese<sup>d</sup> shall & will warrant & for ever defend by these p<sup>r</sup>sents In witness whereof th<sup>e</sup> parties first above mentioned to these Indentures have interchangably set their hand & seales the day & yeare above

Signed & sealed & Deliver'd  
together w<sup>th</sup> possession by  
livery & sezin by turfe & twig  
in p<sup>r</sup>sence of

John **IW** Wheeler ☉  
signum

Rich: Fowke  
Rich: Edehen

Rich: Boughton ver: Nicho: Emanson subp. Rich. Beck: Fr: Thornton

Rich: Boughton Pl<sup>t</sup> Nich: Emanson Def<sup>t</sup>

In an Action of the Case for Slander & Defamation.

Whereupon th<sup>e</sup> sd Richard Complaineth ag<sup>t</sup> th<sup>e</sup> sd Nicholas for th<sup>t</sup> th<sup>t</sup> is to say th<sup>t</sup> th<sup>e</sup> sd Nicholas on th<sup>e</sup> 13<sup>th</sup> or 14<sup>th</sup> of Feb<sup>r</sup> last past, & att oth<sup>r</sup> times did att his now dwelling house being a house of publick resort & entertainem<sup>t</sup> openly falsely & maliciously speake & unter diverse opprobious vilifying disgracefull & Calumniating words tending very much to th<sup>e</sup> slandering & Defameing of th<sup>e</sup> sd Rich<sup>d</sup> in th<sup>e</sup> p<sup>r</sup>sence & hearing of Diverse persons but more especially Certaine of his Neighbours among whome for any man to live in Credit & Good repute th<sup>e</sup> sd Rich<sup>d</sup> humbly supposeth th<sup>e</sup> benefite & advantage thereof & th<sup>e</sup> Damage Inconvenience discomodity & detrim<sup>t</sup> That may ensue on th<sup>e</sup> Contrary is altogether inexpressible, W<sup>ch</sup> words aforese<sup>d</sup> were in manner as followeth (viz) That th<sup>e</sup> sd Rich<sup>d</sup> being indebted to him th<sup>e</sup> sd Nichol: in th<sup>e</sup> quantity of seaventeen hundred pounds of tobaccoe on th<sup>e</sup> ballance of all Acc<sup>ts</sup> as th<sup>e</sup> sd Nicho: doth pretend & th<sup>e</sup> sd Rich: refused to pay or to come to Acc<sup>t</sup> w<sup>th</sup> th<sup>e</sup> sd Nicho: or to make him paym<sup>t</sup> or satisfaction of th<sup>e</sup> same though often thereunto required & th<sup>t</sup> he th<sup>e</sup> sd Nicho:



stood bound & ingaged to th<sup>e</sup> Merchan<sup>t</sup> for & in behalfe of th<sup>e</sup> sd Liber D  
 Rich: for th<sup>e</sup> paym<sup>t</sup> of Tobacco due from th<sup>e</sup> sd Rich: to th<sup>e</sup> sd  
 Merchan<sup>t</sup> for Certaine drink expended att th<sup>e</sup> sd Rich<sup>d</sup>s Marriage  
 & not yet pd for by him Notw<sup>th</sup>standing a writt of execu<sup>co</sup> was  
 issued out ag<sup>t</sup> th<sup>e</sup> sd Nicho: for th<sup>e</sup> same And further th<sup>e</sup> sd Nichol:  
 did most falsly report th<sup>t</sup> th<sup>e</sup> sd Richard was intended this p<sup>r</sup>sent  
 yeare to goe for England, & th<sup>t</sup> he th<sup>e</sup> sd Nichol: upon th<sup>e</sup> sd Richards  
 refusall to pay him th<sup>e</sup> sd Debt did underwrite th<sup>e</sup> sd Rich<sup>d</sup>s name  
 at S<sup>t</sup> Maries w<sup>ch</sup> last words th<sup>e</sup> sd Richa: humbly conceaveth by an  
 easy & familiar Construction doe import th<sup>t</sup> he th<sup>e</sup> sd Rich: upon  
 supposall of his reall intention to goe for England this yeare (w<sup>ch</sup>  
 nevertheless he denieth) did seek & endeavour in a Clandestine  
 manner to defeate & defraude severall Creditors of his to whome he  
 oweth tobacco by Concealing his sd purpose & intention from his sd  
 Credito<sup>rs</sup> & th<sup>t</sup> th<sup>e</sup> sd Rich: would pay none of his sd Credito<sup>rs</sup> but  
 those of th<sup>m</sup> as should together w<sup>th</sup> th<sup>e</sup> sd Nicho: underwrite his  
 th<sup>e</sup> sd Rich<sup>d</sup>s name as afore<sup>sd</sup> W<sup>ch</sup> Construction to have beene made by  
 severall of his Creditors th<sup>e</sup> sd Ric<sup>d</sup> by their importunate & restless  
 pressing him to th<sup>e</sup> paym<sup>t</sup> of his Debts (w<sup>ch</sup> by reas<sup>o</sup> of many Debts  
 owing to him th<sup>e</sup> sd Rich: he cannot at p<sup>r</sup>sent pay) & denying any  
 longer to Credit him & threatning to arrest & implead him, th<sup>e</sup> sd  
 Rich: by sad experience hath found to th<sup>e</sup> Damnifying him very  
 much in his Credit and Reputation, And further th<sup>e</sup> sd Nicho: not  
 Considering th<sup>t</sup> he had as yet sufficiently slandered & Defamed th<sup>e</sup> sd  
 Rich: did publicly report & th<sup>t</sup> to severall persons th<sup>t</sup> th<sup>e</sup> sd Rich:  
 Acc<sup>t</sup> of Fees relating to his th<sup>e</sup> sd Rich<sup>s</sup> late office in this Wor<sup>th</sup>  
 Court & p<sup>t</sup>icularly & expresly his Acc<sup>t</sup> of Fees due from th<sup>e</sup> sd Nicho:  
 to th<sup>e</sup> sd Rich<sup>d</sup> att th<sup>t</sup> time & now at this p<sup>r</sup>sent in th<sup>e</sup> hands of th<sup>e</sup>  
 sd Nicho: was dishonest & unjust & th<sup>t</sup> his th<sup>e</sup> sd Nicholas Acc<sup>t</sup> of  
 Ordinary Accomoda<sup>co</sup>ns due to him from th<sup>e</sup> sd Richa: was far  
 more honest & Just & th<sup>t</sup> he th<sup>e</sup> sd Rich: in th<sup>e</sup> p<sup>t</sup>icular acc<sup>t</sup> last men-  
 tioned had charged one & th<sup>e</sup> same three severall times, w<sup>ch</sup> false &  
 slanderous reports th<sup>e</sup> sd Richard saith he much fears may endanger  
 th<sup>e</sup> questioning all his o<sup>th</sup>r acc<sup>ts</sup> of fees now in th<sup>e</sup> Sheriffs hands  
 whereby he may be put to great trouble & suffer great delay before  
 he can be satisfied th<sup>e</sup> same Although th<sup>e</sup> sd Rich: saith This injury  
 is th<sup>e</sup> least th<sup>t</sup> may acru to him thereupon for th<sup>t</sup> he th<sup>e</sup> sd Rich:  
 being at p<sup>r</sup>sent destitute of employm<sup>t</sup> hath great Cause to feare least  
 th<sup>e</sup> sd slanderous reports utter'd by th<sup>e</sup> sd Nicho: may be a great  
 hinderance & stoppage to his th<sup>e</sup> sd Rich<sup>s</sup> advancm<sup>t</sup> & future preferm<sup>t</sup>  
 unless this Wors<sup>full</sup> Court shall vindicate & releive his th<sup>e</sup> sd Rich<sup>s</sup>  
 Credit according to Justice to whose mature Considera<sup>co</sup>n th<sup>e</sup> sd  
 Richard humbly submits th<sup>e</sup> premises Humbly Craveing releafe  
 therein in such way & ma<sup>n</sup>er as this Wor<sup>th</sup> Court shall judge meet  
 but in espiciall manner th<sup>t</sup> a Jury of th<sup>e</sup> County may be impanelled  
 to Consider of & returne w<sup>t</sup> Damags th<sup>e</sup> sd Rich hath sustained in  
 his Credit & reputa<sup>co</sup>n upon Acc<sup>t</sup> of any or all th<sup>e</sup> sd slanderous words

Liber D utter'd as aforeſd & where it ſhall appeare to this Wor<sup>full</sup> Court th<sup>t</sup> in reference to any ſpeciall & p<sup>t</sup>icular words of th<sup>e</sup> ſd ſlanderous words th<sup>e</sup> ſd Rich<sup>d</sup> hath not as yet been actually damnified th<sup>e</sup> ſd Nicho: may give in ſufficent ſecurity to th<sup>e</sup> ſd Rich: to ſatisfy him for w<sup>t</sup> Damage & Detrim<sup>t</sup> may & in all probability is likely to Come on th<sup>e</sup> ſd Rich: by reaſon of th<sup>e</sup> ſd ſlanderous words

The Court thinks it not neceſſary Emanson ſhould give ſecurity to th<sup>e</sup> pl<sup>t</sup> ſince noe viſible Damage appeares, where upon they grant'd execution ag<sup>t</sup> th<sup>e</sup> pl<sup>t</sup> Rich: Boughton, w<sup>th</sup> Coſt & charges of Suite.

[p. 104] Nicholas Emanson Demands a Warr<sup>t</sup> ag<sup>t</sup> Rich: Boughton th<sup>e</sup> Warr<sup>t</sup> to th<sup>e</sup> ſheriffe retur<sup>bl</sup> ut ſup<sup>o</sup>  
 Nicholas Emanson Pl<sup>t</sup> In a plea of Trepasse  
 Rich: Boughton Def<sup>t</sup> upon th<sup>e</sup> Caſe

And where upon th<sup>e</sup> ſd Nicholas Complaineth ag<sup>t</sup> th<sup>e</sup> ſd Rich: Boughton, th<sup>t</sup> is to ſay th<sup>t</sup> whereas th<sup>e</sup> ſd Nichol: in th<sup>e</sup> month of March in th<sup>e</sup> three & thirtieth yeare of th<sup>e</sup> Dominion of Caecilius &c, at th<sup>e</sup> Inſtance & request of him th<sup>e</sup> ſd Rich: & at divers & ſundry oth<sup>r</sup> times ſince hath ſold & ſd<sup>d</sup> unto th<sup>e</sup> ſd Rich<sup>d</sup> diſverſe parcellſ of Drink, & oth<sup>r</sup> ordinary Accomoda<sup>co</sup>ns & neceſſarys am<sup>ti</sup>ng to in th<sup>e</sup> whole to 2703<sup>lb</sup> Tobacco w<sup>ch</sup> ſd ſum<sup>e</sup> of 2703<sup>lb</sup> of Tobacco th<sup>e</sup> ſd Rich: did Assume upon himſelf & to th<sup>e</sup> ſd Nicho: did faithfull p<sup>ro</sup>miſe th<sup>t</sup> he th<sup>e</sup> ſd Rich<sup>d</sup> th<sup>e</sup> aboveſd Quantity of 2703<sup>lb</sup> Tobacco well & truly would ſatisfy & pay unto th<sup>e</sup> ſd Nicho: w<sup>n</sup> there unto required, Notwithſtanding th<sup>e</sup> ſd Rich<sup>d</sup> though often thereunto requested hath not ſatisfied nor any wiſe Contented th<sup>e</sup> ſd Nicho: for th<sup>e</sup> ſame but altogether refuseth to ſatisfie th<sup>e</sup> ſame where upon th<sup>e</sup> ſd Nicho: ſaith he is Damnified & hath loſſe to th<sup>e</sup> valew of 3000<sup>lb</sup> Tobacco & thereupon he bringeth his ſuite.

Alex White ſworne for th<sup>e</sup> Def<sup>t</sup> & ſays he pd but 60<sup>lb</sup> p<sup>o</sup> Gall to M<sup>r</sup> Tayler

The Court grants a Judgm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> for 2703<sup>lb</sup> Tobacco & Charges.

John Chaireman Demands a Warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Downes A Warr<sup>t</sup> to th<sup>e</sup> Sher: return<sup>bl</sup> ut ſup<sup>o</sup>  
 John Chaireman Pl<sup>t</sup> In an Ac<sup>co</sup>on of trepasse  
 Robert Downes Def<sup>t</sup>

Rob<sup>t</sup> Downes of Charles County was attached to answer unto John Chaireman in a plea wherefore by force of Arms th<sup>e</sup> Cloſe of him th<sup>e</sup> ſd John at Nongemie on th<sup>e</sup> north ſide of Avon river did breake & oth<sup>r</sup> inormities to him there did doe to th<sup>e</sup> great Damage of him th<sup>e</sup> ſd John & Contrary to th<sup>e</sup> peace of th<sup>e</sup> l<sup>d</sup> Proprietary of this p<sup>ro</sup>vince, And where upon John Comp<sup>t</sup> wherefore whereas th<sup>e</sup> ſd Rob<sup>t</sup> ſomtime in Janu<sup>ry</sup> in th<sup>e</sup> xxxviii yeare of th<sup>e</sup> Dominion of Caecilius

&c in Ann: 1665 th<sup>e</sup> Close of him th<sup>e</sup> sd John at Nongemy to witt Liber D  
300 Acres of land Called Watsons Purchase did break, & th<sup>e</sup> grass  
there growing by walking w<sup>th</sup> his feet did destroy & his woods did  
fell Cutt downe & destroy To th<sup>e</sup> valew of 2000<sup>th</sup> Tobacco & th<sup>e</sup> sd  
trespass of treading w<sup>th</sup> his feet & Cutting downe felling & destroy-  
ing his wood hath diverse days & times from th<sup>e</sup> month of Janu<sup>ry</sup>  
to th<sup>e</sup> day of Comencing this suite continued to th<sup>e</sup> great of th<sup>e</sup> sd  
John & Contrary to th<sup>e</sup> peace &c, whereupon th<sup>e</sup> sd John saith he is  
damnified & hath loss to th<sup>e</sup> valew of 3000<sup>th</sup> of Tobacco & thereupon  
he brings his Suite.

The Judgm<sup>t</sup> of Court th<sup>t</sup> th<sup>e</sup> Sheriffe impanell A jury to find  
whether or noe Rob<sup>t</sup> Downes his Land be w<sup>th</sup>in John Chairmans  
pattent, & th<sup>t</sup> th<sup>e</sup> Pl<sup>t</sup> get a Surveyo<sup>r</sup> & th<sup>t</sup> both pl<sup>t</sup> & Def<sup>t</sup> be p<sup>r</sup>sent to  
make their objections to th<sup>e</sup> Jury ag<sup>t</sup> Novem<sup>r</sup> Court being th<sup>e</sup> second  
Tuesday of th<sup>t</sup> Month

Tho: Baker & Sam<sup>ll</sup> Cressey by vertue of a Scire facias have  
granted by Court a judgm<sup>t</sup> ag<sup>t</sup> the Stones, They not being able to  
shew any reason to th<sup>e</sup> Contrary

John Elm Demands a Warr<sup>t</sup> ag<sup>t</sup> Edm: Lambard, Warr<sup>t</sup> to th<sup>e</sup>  
Sheriffe retur<sup>bl</sup> ut sup<sup>a</sup> Subp<sup>a</sup> Jo: Price & John Boyden

James Lendsey Demands a Warr<sup>t</sup> ag<sup>t</sup> Seth Tinsely Subp: Coll  
Fooks both to th<sup>e</sup> Sher: retur<sup>ble</sup> ut sup<sup>a</sup>

Somerset Davis Dem<sup>ds</sup> a Warr<sup>t</sup> ag<sup>t</sup> Mathias Obrian & his wife  
Subp<sup>a</sup> Davy Thomas to She<sup>r</sup> ret ut sup<sup>r</sup>

James Thomas Subp<sup>a</sup> for John Chaireman pl<sup>t</sup> to th<sup>e</sup> Sher: retur<sup>bl</sup>  
ut supra Tho: Steed.

John England Dem<sup>ds</sup> a Warr<sup>t</sup> ag<sup>t</sup> John Mould A Warr<sup>t</sup> to th<sup>e</sup>  
She<sup>r</sup> retur<sup>bl</sup> ut supra.

James Lendsey Demands a Warr<sup>t</sup> ag<sup>t</sup> Hamon Norton A Warr<sup>t</sup>  
to th<sup>e</sup> She<sup>r</sup> retur<sup>bl</sup> ut supra

The Court is adjourned till the second Tuesday in September

Att A Court held in Charles County on th<sup>e</sup> 14<sup>th</sup> of Septem<sup>r</sup> 1669  
p<sup>r</sup>sent Comission<sup>rs</sup>

M<sup>r</sup> Henry Adams M<sup>r</sup> Tho: Mathews M<sup>r</sup> James Lendsey  
M<sup>r</sup> Zachary Wade M<sup>r</sup> Humphrey Warren

A Continuation of M<sup>r</sup> Brittions' & M<sup>r</sup> Rozers Attachm<sup>ts</sup>

An Order ag<sup>t</sup> th<sup>e</sup> sheriffe if M<sup>r</sup> Neale appeare not next Court to  
be held in Novem<sup>r</sup>

John Nutwell aged 21 years sworne for Tho: Obrian Pl<sup>t</sup> ver:  
James Neale Def<sup>t</sup> saith th<sup>t</sup> Tho: Obrian Came w<sup>th</sup> a boate & hands to  
demand his things & M<sup>r</sup> Neale bid him goe for them & afterwards

Liber D forbid him to touch th<sup>m</sup> for he should not have them unless he ask him forgiveness.

[p. 105] Henry Aspinall acknowledgeth this ensueing Conveyance to Henry Fletcher

This Indenture made the 14 of Septem<sup>r</sup> 1669 between Henry Aspinall of Charles County in th<sup>e</sup> Province of Maryland Planter of th<sup>e</sup> one parte & Henry Fletcher of th<sup>e</sup> sd County & province Planter Witnesseth th<sup>t</sup> th<sup>e</sup> sd Aspinall for & in Considera<sup>o</sup>n of 2400<sup>th</sup> of Tobacco & Cask to him in hand pd by th<sup>e</sup> sd Fletcher before th<sup>e</sup> delivery of these Indentures th<sup>e</sup> receipt thereof & of every part & pcell thereof th<sup>e</sup> sd Aspinall doth hereby acknowledge himself fully satisfied & paid doth for himself his heirs Exe<sup>trs</sup> Adm<sup>trs</sup> & As<sup>sgs</sup> Assigne set and make over unto th<sup>e</sup> sd Fletcher to him his heirs Exe<sup>trs</sup> Adm<sup>trs</sup> or As<sup>sgs</sup> from him th<sup>e</sup> sd Aspinall his heires Exe<sup>trs</sup> Adm<sup>trs</sup> & As<sup>sgs</sup> All th<sup>t</sup> parcell of Land lying scituating being on th<sup>e</sup> East side of Piscatoway River to th<sup>e</sup> Northward of a bay in th<sup>e</sup> sd river called Goos bay begining att a marked Oake by th<sup>e</sup> river side runing north east up th<sup>e</sup> sd river for breadth seaventy five pearches to a marked oake bounding on th<sup>e</sup> north by a line drawne east & be north for lenght 320 perches on th<sup>e</sup> east by a line drawne south south west from th<sup>e</sup> end of th<sup>e</sup> east & by north line 75 perches on th<sup>e</sup> south by a line drawne from th<sup>e</sup> south south west line unto a markd oak by th<sup>e</sup> river side on th<sup>e</sup> west by th<sup>e</sup> sd river Containeing & now laid out for 150 Acres more or less together w<sup>th</sup> all its rights Jurisdiccions & Appurtenances there unto belonging or in any manner of ways appertaineing together w<sup>th</sup> all houses Edifices buildings barnes stables orchards Gardens & Appurtenances therunto belonging or in any man<sup>r</sup> of way appertaineing together w<sup>th</sup> all woods underwoods feedings pastures Co<sup>m</sup>on of pastures there unto belonging or appertaineing to have & to hold the sd parcell of land & every part & parcell thereof to him th<sup>e</sup> sd Fletcher his heirs Executors Adm<sup>strs</sup> or As<sup>sgs</sup> forever in free & Co<sup>m</sup>on Socage by fealty for all services yeelding & paying for th<sup>e</sup> same yearly unto th<sup>e</sup> right Hon<sup>bl</sup> th<sup>e</sup> L<sup>d</sup> Proprietary & his heirs L<sup>ds</sup> & Proprietarys of th<sup>e</sup> Province of Maryland th<sup>e</sup> yearly rent of three shillings sterling or th<sup>e</sup> full valew thereof in such Comoditys as he or they or his or their officer or officers appointed to Collect or receive th<sup>e</sup> same shall accept in discharge thereof And th<sup>e</sup> sd Henry Aspinall doth hereby further Covenant grant & agree for him his heirs Exe<sup>trs</sup> & Adm<sup>trs</sup> for ever to & w<sup>th</sup> th<sup>e</sup> sd Fletcher his heirs Exe<sup>trs</sup> Adm<sup>trs</sup> & every of th<sup>m</sup> from time to time & at all tims hereafter shall & will warrant & forever defend th<sup>e</sup> sd parcell of land & every part & parcell thereof together w<sup>th</sup> all its rights Jurisdiccions & Appurtenances thereunto belonging or in any wayes Appertaineing unto him th<sup>e</sup> sd Fletcher his heirs Exe<sup>trs</sup> Adm<sup>trs</sup> & As<sup>sgs</sup> for ever ag<sup>t</sup> all maner of person or persons w<sup>so</sup>ever lawfully claiming by from or under him th<sup>e</sup> sd Aspinall

his heirs Exe<sup>trs</sup> or Adm<sup>trs</sup> them or any of them & ag<sup>t</sup> any other Liber D  
 person or persons w<sup>soever</sup> lawfully Claiming by from or under  
 him them or any of th<sup>m</sup> or by their Act Consent Privity or procurem<sup>t</sup>  
 & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Henry Fletcher his heirs Exe<sup>trs</sup> Adm<sup>trs</sup> & As<sup>s</sup>gs shall  
 hav hold use occupy & Possess & for ever peacably enjoy th<sup>e</sup> s<sup>d</sup>  
 parcell of Land & every p<sup>te</sup> & parcell thereof together w<sup>th</sup> all its  
 rights Jurisdictions & Appurtenances w<sup>soever</sup> there unto belonging  
 or Appertaineing in verity & truth hereof the party above mention<sup>d</sup>  
 have hereunto interchangeably set their hands & seales th<sup>e</sup> day & yeare  
 above written Henry ~~HA~~ Aspinall ○

Signed Sealed & deliverd

his marke

in th<sup>e</sup> p<sup>r</sup>sence of

Geo: Thompson

Tho: Golden

John Meredith

Owen Jones acknowledgeth this ensueing Conveyance to Edward Knight

This Indenture made th<sup>e</sup> fourth day of Septem 1669 betweene  
 Owen Jones of Charles County in th<sup>e</sup> Province of Maryland on th<sup>e</sup>  
 p<sup>te</sup> & Ed: Knight of th<sup>e</sup> same County & p<sup>vince</sup> on th<sup>e</sup> oth<sup>r</sup> p<sup>t</sup> wit-  
 neseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Jones as well for in Considera<sup>on</sup> of a certaine  
 su<sup>m</sup>e of Tobaco in hand p<sup>d</sup> by th<sup>e</sup> s<sup>d</sup> Knight before th<sup>e</sup> ensealing &  
 delivery hereof whereof & wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Jones doth acknowledge  
 himself fully satisfied Contented & p<sup>d</sup> by these p<sup>r</sup>sents as also for  
 Diverse good Causes & Considra<sup>ons</sup> Him there unto moveing Have [p. 106]  
 granted bargained enfeoffed sold assigned set over & Confirmed &  
 doe by these p<sup>r</sup>sents fully & absolutely grant bargain enfeoffe sell  
 assigne set over & Confirme unto th<sup>e</sup> s<sup>d</sup> Knight his heirs Execu<sup>rs</sup>  
 Adm<sup>rs</sup> or As<sup>s</sup>gs all th<sup>t</sup> p<sup>cell</sup> & part of land Called Adventure lying  
 & being on th<sup>e</sup> east side of th<sup>e</sup> maine fresh of th<sup>e</sup> Creeke formerly  
 Called Nonjamy but now Avon river in Charles County beginning  
 at a bouned red Oak being th<sup>e</sup> bound tree in th<sup>e</sup> woods of Andrew  
 Watson runing for lenght 174 perches to a bounden white Oak  
 thence south west for breadth 177 perches to a bounded red Oake  
 standing at th<sup>e</sup> head of a small branch thence untill it meet w<sup>th</sup> th<sup>e</sup> first  
 bound tree containg & now l<sup>d</sup> out for 70 Acres more or less as by  
 patten doth more largely appeare w<sup>ch</sup> s<sup>d</sup> p<sup>cell</sup> of Land w<sup>th</sup> all &  
 singular its rights members Jurisdictions & Appurtenances w<sup>th</sup> all  
 houses thereon erected, easem<sup>ts</sup> tenem<sup>ts</sup> Orchards backsids meadows  
 feedings pasturs woods underwoods ways p<sup>fits</sup> Comodities heredit-  
 am<sup>ts</sup> & Appurtenances w<sup>soever</sup> unto th<sup>e</sup> s<sup>d</sup> parcell of land belonging  
 or any wayes appertaineing To have & to hold th<sup>e</sup> s<sup>d</sup> Land & all &  
 singular th<sup>e</sup> p<sup>r</sup>misses to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> appurte-  
 nances & every part & p<sup>cell</sup> th<sup>r</sup>of w<sup>soever</sup> to th<sup>e</sup> s<sup>d</sup> Knight his heires  
 Exe<sup>trs</sup> Adm<sup>trs</sup> or As<sup>s</sup>gs for ever paying yearly unto th<sup>e</sup> L<sup>d</sup> or L<sup>ds</sup>  
 of th<sup>e</sup> Fee or Fees th<sup>e</sup> rent or services w<sup>ch</sup> from time to time shall  
 become due for & in respect of his or their seignory or seignorys &  
 th<sup>e</sup> s<sup>d</sup> Jones for himself his heirs Ex<sup>trs</sup> Adm<sup>trs</sup> & as<sup>s</sup>gs doth Coven<sup>t</sup>

Liber D p̄mise & grant to & w<sup>th</sup> th<sup>e</sup> s̄d Knight his heirs Ex<sup>trs</sup> Adm<sup>trs</sup> & As̄s̄gs shall & may Lawfully peacably & quietly have hold occupy possess & enjoy all & singular th<sup>e</sup> p̄mises & every part & p̄cell thereof w<sup>th</sup> every its rights Jurisdīcons members & Appurtenances w<sup>th</sup>out th<sup>e</sup> lawfull let trouble suit eviction interruption or demand of or by any oth<sup>r</sup> person or persons w<sup>th</sup>soever Claimeing lawfully from by or under th<sup>m</sup> or any of th<sup>m</sup> their or any of their titles estates means or p̄curem<sup>ts</sup> & th<sup>e</sup> s̄d Jones for himself his heirs Ex<sup>trs</sup> Adm<sup>trs</sup> or As̄s̄gs all & singular th<sup>e</sup> p̄mises w<sup>th</sup> their Appurtenances & every part & p̄cell thereof unto th<sup>e</sup> s̄d Knight his heirs Ex<sup>trs</sup> Adm<sup>trs</sup> or As̄s̄gs to th<sup>e</sup> intent & meaning afores̄d shall & will warrant & for ever defend by these p̄sents In witness wherof the partys first mentioned to these p̄sent Indenturs have interchageably set to their hands & seales th<sup>e</sup> Day & yeare above written Owen Jones  
Signed Sealed & Delivered

by turfe & twig w<sup>th</sup> possession  
& seisin in p̄sence of his mark  
W<sup>m</sup> Thomas, John ↑ Robinson

Jn<sup>o</sup> Nutwell aged 21 sworne who saith Tho: Obryan came w<sup>th</sup> a boat & hands for his fowles & Cap<sup>t</sup> Neale bad him fetch th<sup>m</sup> & afterwards would not let him have w<sup>th</sup>out asking pardon

Tho: Obryan Demands a Warr<sup>t</sup> ag<sup>t</sup> Ja: Neale Warr<sup>t</sup> to th<sup>e</sup> Sheriff  
2 Sub: return<sup>bl</sup> ut sup̄ Obryan Subp: Bennet Marchygay  
Gilbert Corner Demands a warrant ag<sup>t</sup> Rob: Browne Warr<sup>t</sup> &c  
Edm: Lynsy Dem<sup>ds</sup> a war<sup>t</sup> ag<sup>t</sup> Jonathan Marly War<sup>t</sup> &c. ditto  
Subp: Tho: Shepherd  
Henry Hardy demands a Warr<sup>t</sup> ag<sup>t</sup> Edw Tanshall Warr<sup>t</sup> to th<sup>e</sup> sheriffe retura<sup>bl</sup> ut sup̄

The Court is adjourned till th<sup>e</sup> second Tuesday in Novem<sup>br</sup>

[p. 107] Thomas Baker & Sam<sup>ll</sup> Cressey th<sup>e</sup> Attorneys & Assignees of Sam<sup>ll</sup> Harris demand a Scire facias against John Stone as well as Administratour of th<sup>e</sup> Goods & Chattles of Rich<sup>d</sup> Stone

A warrant to th<sup>e</sup> Sheriffe & his returne — By Nicholas Emanson & Edw<sup>d</sup> Sands good & lawfull men of my Bayliwick I have given notice to th<sup>e</sup> s̄d John Stone as I am by this writt required

Sam<sup>ll</sup> Cressey Dep<sup>ty</sup> Sheriffe

John Stone was by virtue of a Scire facias to th<sup>e</sup> sheriffe directed attached as well as Administra<sup>tr</sup> to th<sup>e</sup> estate of Richard Stone as for his owne person to shew some Cause if any there were why Execūon might not issue forth according to th<sup>e</sup> usuall Custome upon th<sup>e</sup> s̄d order of Court & th<sup>e</sup> s̄d Stone not being able to shew any reason to th<sup>e</sup> Contrary.

It was ordered th<sup>t</sup> Execution might (according to th<sup>e</sup> usuall Liber D  
Custome in such Cases) issue forth upon denyall or delay of paym<sup>t</sup>  
of th<sup>e</sup> sd sūme of eightene hundre<sup>d</sup> pounds of tobacco & four barrells  
of Indian Corne to th<sup>e</sup> sd Baker & Cressey th<sup>e</sup> Atturnys & Assignees  
of th<sup>e</sup> sd Sam<sup>ll</sup> Harris.

Whereupon att th<sup>e</sup> request of th<sup>e</sup> sd Thomas Baker & Sam<sup>ll</sup> Cressey  
Execution was issued forth ag<sup>t</sup> th<sup>e</sup> body of th<sup>e</sup> sd John Stone for  
th<sup>e</sup> sd sūme of tobacco & Corne.

Henry Moore acknowledgeth this ensueing Conveyance to Francis  
Heydon & John Alword.

This Indenture made th<sup>e</sup> eight day of Novem<sup>r</sup> in th<sup>e</sup> yeare of our  
Lord one thousand six hundred sixty nine Betwixt Henry Moore  
of Charles County in th<sup>e</sup> province of Maryland Pl<sup>ur</sup> of th<sup>e</sup> one parte &  
Francis Heydon & John Alword both of th<sup>e</sup> sd County & Province  
plan<sup>ts</sup> of th<sup>e</sup> other part Witnesseth th<sup>t</sup> th<sup>e</sup> sd Henry Moore for &  
in Consideration of three thousand five hundre<sup>d</sup> pounds of tobacco  
to him in hand paid whereof & where w<sup>th</sup> he acknowledgeth himself  
fully satisfied & paid & of every parte & parcell thereof Hath given  
granted aliened bargained & sold & by these p<sup>r</sup>snts doth give grant  
aliene bargain sell enfeoffe & Confirme unto th<sup>e</sup> sd Francis Heyden  
& John Alword all th<sup>t</sup> parcell of Land called Moores hope beginning  
att a marked red oake w<sup>th</sup> twelve notchs standing on th<sup>e</sup> side of an  
hill by a runn side being th<sup>e</sup> Northermost bound tree of a parcell of  
Land belonging to George Goodrick containeing six hundred Acres  
& of one parcell of land belonging to Tho: Hussy lying neare th<sup>e</sup>  
heade of one of th<sup>e</sup> nothermost branches of Zachia swamp from  
thence runing East north east for two hundred perchs to a marked  
oake by a branch from thence runing north north west for eighty  
perches to a marked white oak from thence runing west south west  
for two hundred perches to a marked red oake from thence runing  
south south East to th<sup>e</sup> first bound tree being now laid out for one  
hundred Acres more or less together w<sup>th</sup> all houses edificies buildings  
barnes Stables orchards Gardens yards backsides easem<sup>ts</sup> lands tene-  
m<sup>ts</sup> meadows pastures woods underwoods waies p<sup>r</sup>fits Comodities  
& Appurtenances whatsoever to th<sup>e</sup> sd land & premises belonging or  
to any part or parcell thereof any manner of way appertaineing To  
have & to hold th<sup>e</sup> aforeſd parcell of land & all & singular th<sup>e</sup> premises  
with their & every of their rights members & appurtenances w<sup>t</sup>soever  
unto th<sup>e</sup> sd Heydon & Alword their heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Asſgs  
forever & th<sup>e</sup> said Moore doth for himself his heirs exec<sup>trs</sup> Adm<sup>trs</sup> &  
Asſgs Covenant p<sup>r</sup>mise & grant to & w<sup>th</sup> th<sup>e</sup> sd Heydon & Alword  
their heirs exec<sup>trs</sup> Adm<sup>trs</sup> & asſgs th<sup>t</sup> he th<sup>e</sup> sd Moore now is lawfully  
& justly possest of a just & due title & claime in law of & in th<sup>e</sup> befor  
bargained premises & hath full & absolute pow<sup>r</sup> to bargain sell &  
assure th<sup>e</sup> same & th<sup>e</sup> sd p<sup>r</sup>mises now are & forever hereafter shall  
be & Continue free & cleare & freely & clearly acquitted exonerated &

Liber D discharged of & from all & singular other bargaines sales gifts grants leases rents arrearages of rents rent charges mortgages Joynturs Dowrs right & titles of dowres clames & demands w<sup>soever</sup> by him th<sup>m</sup> or any of th<sup>m</sup> had done or Comitted or to be had done or Comitted & th<sup>e</sup> sd Moore for himself his heirs exec<sup>trs</sup> Adm<sup>trs</sup> & as<sup>sgs</sup> doth Covenant p<sup>mise</sup> & grant agree to & w<sup>th</sup> th<sup>e</sup> sd Heydon & Alword their heirs exec<sup>trs</sup> Adm<sup>trs</sup> & as<sup>sgs</sup> & every of th<sup>m</sup> by these p<sup>r</sup>snts th<sup>t</sup> th<sup>e</sup> sd Heydon & Alword their heirs exec<sup>trs</sup> & every of th<sup>m</sup> shall & may by virtue of these p<sup>r</sup>snts from time to time & att all times forever hereafter lawfully quietly & peacably have hold occupy possess & enjoy th<sup>e</sup> sd land & all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & appurtenances & have receive & take th<sup>e</sup> rents p<sup>fit</sup>ts & Issues thereof to his or their owne p<sup>p</sup> use & behoofe w<sup>thout</sup> any manner of lett trouble eviction or molestation of or by th<sup>e</sup> sd Moore his heirs exec<sup>trs</sup> adm<sup>trs</sup> & As<sup>sgs</sup> or any of th<sup>m</sup>

[p. 108] or of or by any other Person or persons w<sup>soever</sup> lawfully Clameing by from or under him th<sup>m</sup> or any of th<sup>m</sup> or by his their or any of their means or p<sup>cure</sup>m<sup>ts</sup> th<sup>e</sup> rents & services w<sup>ch</sup> from henceforth shall become due for or in respect of th<sup>e</sup> forementioned p<sup>r</sup>mises to th<sup>e</sup> Cheife L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> Fee or Fees thereof for & in respect of his or their Seignory or Seignorys only excepted & foreprized & th<sup>e</sup> sd Henry Moore doth for himself his heirs exec<sup>trs</sup> Adm<sup>trs</sup> Covenant grant & agree to & w<sup>th</sup> th<sup>e</sup> sd Heydon & Alword their heirs exec<sup>trs</sup> & Adm<sup>trs</sup> th<sup>t</sup> he th<sup>e</sup> sd Moore his heirs Exec<sup>ts</sup> Adm<sup>trs</sup> shall & will att all times w<sup>thin</sup> seven years next following upon th<sup>e</sup> request & at th<sup>e</sup> Cost & Charges in law of th<sup>e</sup> sd Heydon & Alword their heirs exec<sup>trs</sup> Adm<sup>trs</sup> make & d<sup>d</sup> such further assurance & Assurances for th<sup>e</sup> sd p<sup>r</sup>mises as they th<sup>e</sup> sd Heydon & Alword their heirs exec<sup>trs</sup> Adm<sup>trs</sup> or any of th<sup>m</sup> or their or any of their Councell learned in th<sup>e</sup> law shall him th<sup>e</sup> sd Moore his heirs execu<sup>ts</sup> or Adm<sup>trs</sup> or any of th<sup>m</sup> thereto require & th<sup>e</sup> sd Moore for himself his heirs exec<sup>trs</sup> & Adm<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their appurtenances & every part & parcell thereof unto th<sup>e</sup> sd Heydon & Alword their exec<sup>trs</sup> adm<sup>trs</sup> & As<sup>sgs</sup> to th<sup>e</sup> intent & meaning afore<sup>sd</sup> shall & will warrant & forever defend by these p<sup>r</sup>snts In witness whereof th<sup>e</sup> parties first above mentioned have interchably set their hands & sealls th<sup>e</sup> day & yeare first above written Henry Moore ☉  
Signed Sealed & deliver'd

in p<sup>r</sup>sence of

Henry Bonner

W<sup>m</sup> Baker

Garvis Crumpe

Nicholas Emanson Pl<sup>t</sup> Rich<sup>d</sup> Boughton Def<sup>t</sup>

the Declar  
2 pages  
before

In a Plea of trespass upon th<sup>e</sup> Case


The pl<sup>t</sup> declared upon th<sup>e</sup> Def<sup>ts</sup> promise & Assumption to pay him th<sup>e</sup> quantity of 2703<sup>lb</sup> of tob<sup>: for</sup> diverse quantities of Drink &



other ordinary accomodacons sold by him to th<sup>e</sup> Def<sup>t</sup> from th<sup>e</sup> Liber D  
month of March in th<sup>e</sup> 33<sup>rd</sup> yeare of Caecilius &c, att diverse & sundry  
times of w<sup>ch</sup> th<sup>e</sup> Def<sup>t</sup> denied paym<sup>t</sup> & Satisfaction

Whereupon th<sup>e</sup> pl<sup>t</sup> produced an acc<sup>t</sup> for th<sup>e</sup> sd tobacco & th<sup>e</sup> Def<sup>t</sup>  
alleged th<sup>t</sup> he had an acc<sup>t</sup> of Clks Fees due from th<sup>e</sup> pl<sup>t</sup> to him  
w<sup>ch</sup> he pray'd might be allowed in discount w<sup>th</sup> th<sup>e</sup> Pl<sup>t</sup> but th<sup>e</sup> Def<sup>ts</sup>  
acc<sup>t</sup> not being ready to be produced in Court It was ordered th<sup>t</sup>  
M<sup>r</sup> Benja: Rozer should before to<sup>b</sup>: time audite th<sup>e</sup> Acc<sup>ts</sup> of th<sup>e</sup> pl<sup>t</sup> &  
Def<sup>t</sup> & th<sup>t</sup> w<sup>e</sup>ver appeared upon th<sup>e</sup> Audite & report thereof  
to be due from th<sup>e</sup> Def<sup>t</sup> to th<sup>e</sup> pl<sup>t</sup> upon th<sup>e</sup> ballance of their acc<sup>ts</sup> th<sup>t</sup>  
th<sup>n</sup> th<sup>e</sup> Def<sup>t</sup> should satisfy th<sup>e</sup> same to th<sup>e</sup> pl<sup>t</sup> or else Execution.

John Courts th<sup>e</sup> sone of John Courts borne Feb<sup>r</sup> th<sup>e</sup> 19<sup>th</sup> 1655  
Eliza: Courts th<sup>e</sup> Daughter of th<sup>e</sup> sd John Courts borne May 16<sup>o</sup>  
1663  
Margrett Courts Daughter of John Courts borne Jan<sup>r</sup> 15<sup>o</sup> 1665

Sam<sup>ll</sup> Cressey enters his brand marke of horses & mares A heart  
figure of four & Double Cross  and another brand marke with  
the two letters of his name viz: **S: C:**

Eliza: th<sup>e</sup> wife of Mathias Obrian diey May th<sup>e</sup> 6<sup>o</sup> 1670  
Geo: Mackmillion married to Grace Carr Jan<sup>r</sup> 1669  
Peter th<sup>e</sup> son of th<sup>e</sup> sd Geo: borne Ap<sup>r</sup> 1670

M<sup>r</sup> Richard Randall & Ann Randall their Lett<sup>r</sup> of Attorney [p. 109]  
Know all men by these p<sup>r</sup>snts th<sup>t</sup> I Rich<sup>d</sup> Randall of Towbridge  
in th<sup>e</sup> County of Wilts Clk father of Rich<sup>d</sup> Randall late of Charles  
County deceased & Ann Randall have & either of us have made  
assigned ordeined Authorized Appointed & deputed & in our places  
& steeds of these p<sup>r</sup>snts have put & Constituted our Loveing friends  
Jn<sup>o</sup> Barnes & W<sup>m</sup> Christopher of th<sup>e</sup> City of Bristoll Merch<sup>ts</sup> our  
true & lawfull Attu<sup>r</sup> & Attu<sup>rs</sup> joyntly & either of th<sup>m</sup> by himself  
severally for us & in our names & Steeds to & for our only Proper  
use & behoofe to demand enter into & take possession & seizeon of  
& to sue for recover & rec: of & from M<sup>r</sup> Joseph Harrison & Stephen  
Mountague of Charls County afore<sup>sd</sup> Exec<sup>trs</sup> of th<sup>e</sup> last will & testam<sup>t</sup>  
of Rich<sup>d</sup> Randall deces<sup>d</sup> th<sup>e</sup> remainder of all such lands plantations  
Tobaccoes & other things w<sup>so</sup>ever as remaines of th<sup>e</sup> estate of th<sup>e</sup>  
sd Rich<sup>d</sup> Randall deceased & w<sup>ch</sup> were given & bequeathed unto us  
th<sup>e</sup> sd Rich<sup>d</sup> Randall father & Ann Randall by th<sup>e</sup> sd Rich<sup>d</sup> Randall  
deceased in & by his last will & testam<sup>t</sup> Giveing & by these p<sup>r</sup>snts  
granting unto ou<sup>r</sup> sd Attu<sup>rs</sup> joyntly & either of th<sup>m</sup> severally our full  
pow<sup>r</sup> good right & lawfull Authority in th<sup>e</sup> p<sup>r</sup>mises to sue, arrest,  
attach, declare implead, Condemne & imprison & out of prison  
again<sup>e</sup> to deliver or Cause to be delivered & to give acquittances or

Liber D other Discharges in our names, For us & in our names & steeds to make seale & deliver as our Acts & deeds Attu<sup>r</sup> also or Attu<sup>rs</sup> one or more under them or either of th<sup>m</sup> to make or substitute & th<sup>e</sup> same againe att pleasure to revoke & generally to doe execute performe fullfill & finish all & whatsoever else shall be needfull or necessary to be done in or about th<sup>e</sup> p<sup>r</sup>mises in as large & ample manner and forme as if we or either of us were personally p<sup>r</sup>sn<sup>t</sup> ratyfying Con- firmeing & allowing w<sup>t</sup> soe ever our sd Attu<sup>rs</sup> joyntly & severally lawfull doe cause or procure to be done in th<sup>e</sup> p<sup>r</sup>mises by Virtue of these p<sup>r</sup>snts in witness whereof we have hereunto set o<sup>r</sup> hands & seales this 3<sup>rd</sup> of June Ann R<sup>e</sup> R<sup>e</sup>g Caroli 2<sup>nd</sup> nunc Anglae vicesimo prim<sup>o</sup> A. D. 1669

Sealed & delivered

in p<sup>r</sup>sence of

Jn<sup>o</sup> Needs Junio<sup>r</sup>

Thomas Harris

Nicho: Small

Rich: Pell

Serv<sup>t</sup> to Tho: Hartwell No<sup>r</sup> pub<sup>ce</sup>

Rich<sup>d</sup> Randall Clk<sup>e</sup> ☉

Ann AR Randall ☉

her mark

Alex<sup>dr</sup> Davies acknowledgeth this ensuing Conveyance to W<sup>m</sup> Love

This Indent<sup>r</sup> made th<sup>e</sup> 15<sup>th</sup> of Aug<sup>t</sup> in th<sup>e</sup> yeare of our Lord 1669 Betweene Alex: Davies of Charls County plant<sup>r</sup> of th<sup>e</sup> one part & W<sup>m</sup> Love of th<sup>e</sup> same County plant<sup>r</sup> of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> th<sup>e</sup> sd Alex: Davies for & in Considera<sup>o</sup>n of th<sup>e</sup> quantity of 3900<sup>th</sup> of To<sup>b</sup>: & Cask in hand pd before th<sup>e</sup> ensealeing & delivery herof by th<sup>e</sup> sd W<sup>m</sup> Love whereof & wherew<sup>th</sup> th<sup>e</sup> sd Davies doth acknowledge himself satisfied Contented & pd & of every parte & parcell thereof doth acquitt & discharge th<sup>e</sup> sd Love his heirs Exec<sup>trs</sup> & Administra<sup>trs</sup> & every of them by these p<sup>r</sup>snts Hath given granted bargain'd sold ass<sup>g</sup>nd set over & Confirmed & by these p<sup>r</sup>snts doth bargaine sell assigne set over & Confirme unto th<sup>e</sup> sd Love his heirs Exec<sup>trs</sup> Administra<sup>trs</sup> & As<sup>g</sup>s all th<sup>t</sup> parcell of Land lying scituate & being in Charles County being part of th<sup>e</sup> land formerly taken up by M<sup>r</sup> James Lendsey but now in th<sup>e</sup> Occupation of Thom: King plant<sup>r</sup> beginning at a mark'd Birch tree being th<sup>e</sup> easternmost bound tree of Cap<sup>t</sup> W<sup>m</sup> Stones Land called Poynton standing on th<sup>e</sup> east side of a fresh runn & ru<sup>n</sup>ing thence North & by west for bredth sixty four perchs to a bounded white Oake thence west North West for length two hundred & fifty perchs to a bouned spanish Oake thence south sixty four perches to a bounded red Oake thence untill it Come to th<sup>e</sup> 1<sup>st</sup> bound tree Containing & now laid out for one hundred Acres more or less together w<sup>th</sup> all and singular th<sup>e</sup> houses buildings structures or edifices & all orchards Gardens pastures Feedings Co<sup>m</sup>ons Co<sup>m</sup>ons of pastures range for hoggs woods underwoods water water Courses fishings fowlings wayes easm<sup>ts</sup> proffitts Co<sup>m</sup>odities or hereditam<sup>ts</sup> to th<sup>e</sup> sd land belonging or in any manner of way appertaineing To have & to hold th<sup>e</sup> sd parcell of Land & all & singular th<sup>e</sup> p<sup>r</sup>mises

aforemen<sup>c</sup>oned to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> appurtenances & every part & parcell thereof w<sup>so</sup>ever befor named or recited unto th<sup>e</sup> s<sup>d</sup> Love his heirs exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs for ever And th<sup>e</sup> s<sup>d</sup> Davies doth for himself his heirs Exec<sup>trs</sup> & Admi<sup>trs</sup> Covenant grant & agre to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Love his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs & every of th<sup>m</sup> by these p<sup>r</sup>snts th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Love his heirs exec<sup>trs</sup> Adminis<sup>trs</sup> & As<sup>s</sup>gs shall & may by force & virtue of these p<sup>r</sup>snts from time to time & att all times hereafter lawfully quietly & peacably have hold use Occupy & possess & enjoy The s<sup>d</sup> land & all & singular th<sup>e</sup> p<sup>r</sup>mises before bargained w<sup>th</sup> their & every of their rights members & appurtenances & have & rec: & take th<sup>e</sup> rents issues & proffitts thei<sup>r</sup>of to his or their owne p<sup>p</sup>er use & behoofe w<sup>th</sup>out any manner of lett trouble Eviction or interruption of or by th<sup>e</sup> s<sup>d</sup> Davies his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs or of or by any person or persons lawfully claiming by from or under him them or any of them or by his their or any of their title estate means or p<sup>c</sup>urement<sup>s</sup> The rents & services w<sup>ch</sup> from time to time for & in respect of th<sup>e</sup> fore mencioned premises shall grow due & payable to th<sup>e</sup> Cheife L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> Fee or Fees thereof for & in respect of his or their seignory or seignories only excepted & foreprized And th<sup>e</sup> s<sup>d</sup> Davies doth for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs Covenant & grant to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Love his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Davies his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs shall & will att any time or tims w<sup>th</sup> seven yeares next ensueing upon th<sup>e</sup> request & att th<sup>e</sup> Cost & Charges in law of th<sup>e</sup> s<sup>d</sup> Love his heirs or As<sup>s</sup>gns make & deliver such further Assurance or Assurances for th<sup>e</sup> p<sup>r</sup>mises as he th<sup>e</sup> s<sup>d</sup> Love his heirs or As<sup>s</sup>gs or any of th<sup>m</sup> or his or their or any of their Counsell Learned in th<sup>e</sup> Law shall him th<sup>e</sup> s<sup>d</sup> Davies his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> or as<sup>s</sup>gs thereto require & th<sup>e</sup> s<sup>d</sup> Davies for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs all & singular th<sup>e</sup> before bargain'd p<sup>r</sup>mises w<sup>th</sup> their Apurtenances & every part & parcell thereof unto th<sup>e</sup> s<sup>d</sup> Love his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs to th<sup>e</sup> intent & meaning above<sup>s</sup>d shall & will warrant & for ever defend by these p<sup>r</sup>snts in Witness whereof th<sup>e</sup> pa<sup>r</sup>ties first above mentioned to these p<sup>r</sup>snt Indent<sup>rs</sup> have interchangably set their hands & seales th<sup>e</sup> day & yeare above.

Signed Sealed & Delivered  
 in p<sup>r</sup>sence of  
 Benja: Rozer  
 Tho: Jenkins

Alex: Davies      ⊙  
 Susanna + Davies      ⊙  
 her marke

William Diccason acknowledgeth this following Conveyance of Sixty five Acres to Edm<sup>d</sup> Taylor

This Indenture made th<sup>e</sup> 14 of Septem<sup>r</sup> in th<sup>e</sup> yeare of our God 1669 Betweene W<sup>m</sup> Diccason of Charles County in th<sup>e</sup> province of Maryland planter of th<sup>e</sup> one part and Edmund Taylor of th<sup>e</sup> same County plant<sup>r</sup> of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> as well for & in Considera<sup>c</sup>on of 3000<sup>th</sup> of to<sup>b</sup> in Cask in hand p<sup>d</sup> before

Liber D th<sup>e</sup> ensealing & delivery of these p<sup>r</sup>snts by Edm<sup>d</sup> Taylor whereof & wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> doth acknowledge himself fully satisfied & p<sup>d</sup> & there & of every part & parcell thereof doth acquitt & discharge th<sup>e</sup> s<sup>d</sup> Edmund his heirs Exec<sup>trs</sup> & Admi<sup>trs</sup> & every of th<sup>m</sup> by these p<sup>r</sup>snts as also for diverse other Considera<sup>co</sup>ns him here unto moving Have granted bargained sold assigned sett over & Confirmed & by these p<sup>r</sup>snts doth clearely & absolutely grant bargain sell ass<sup>g</sup>ge sett over & Confirme unto th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> his heires Exec<sup>trs</sup> Admi<sup>trs</sup> & Ass<sup>g</sup>ns th<sup>t</sup> parcell of Land scituate & being in Charls County afore<sup>s</sup>d lying in th<sup>e</sup> woods beginning at a bouned red Oake standing on th<sup>e</sup> south side of a branch joyning upon th<sup>e</sup> Land formerly surveyed by M<sup>r</sup> George Thompson called Planters delight runing south & by East for breadth eighty perch's to a bounded white Oake runing thence West & by south for length 160 perches to a bounded white Oake thence runing North & by West twenty perches to an hiccary standing upon th<sup>e</sup> s<sup>d</sup> ru<sup>n</sup>e runing along th<sup>e</sup> s<sup>d</sup> runn untill it meet w<sup>th</sup> th<sup>e</sup> first bound tree Containeing sixty five Acres more or less now in th<sup>e</sup> tenure & Occupation of him th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> or his Assignes And lately in th<sup>e</sup> tenure & Occupation of Jn<sup>o</sup> Wheeler of Charles County afore<sup>s</sup>d being th<sup>e</sup> land bought p<sup>r</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> of th<sup>e</sup> s<sup>d</sup> Wheeler called Stoake Hill as by patten granted to th<sup>e</sup> s<sup>d</sup> Wheeler for th<sup>e</sup> same beareing date bearing date th<sup>e</sup> 2<sup>nd</sup> of 7<sup>br</sup> 1668 will appeare all & singular w<sup>ch</sup> s<sup>d</sup> parcell of Land together together w<sup>th</sup> all & singular th<sup>e</sup> houses buildings structures & edifices w<sup>so</sup>ever there unto appertaineing & belonging together w<sup>th</sup> all th<sup>e</sup>

[p. 111] Orchards Gardens Pastures Feedings Co<sup>m</sup>ons Comons of pastures range for hogg's woods under Woods water water Courses fishing fowling waies Easem<sup>ts</sup> proffitts Co<sup>m</sup>odities or hereditam<sup>ts</sup> w<sup>so</sup>ever unto th<sup>e</sup> s<sup>d</sup> parcell of land belonging or in any manner of waies appertaineing To have & to hold th<sup>e</sup> s<sup>d</sup> parcell of Land & all & singular th<sup>e</sup> premises before mentioned to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> Appurtenances & every part & parcell thereof w<sup>so</sup>ever named or recited unto th<sup>e</sup> s<sup>d</sup> Taylor his heirs Executo<sup>rs</sup> Adminis<sup>trs</sup> & Ass<sup>g</sup>ns for ever yeelding & paying yearly th<sup>e</sup> L<sup>d</sup> Proprieta<sup>rs</sup> rent for th<sup>e</sup> s<sup>d</sup> Land in manner & forme as in th<sup>e</sup> patten afore<sup>s</sup>d exprest & th<sup>e</sup> s<sup>d</sup> Dickison for himself his heirs Exec<sup>trs</sup> & Admi<sup>trs</sup> doe Covenant p<sup>r</sup>mise & agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Taylor his Exec<sup>trs</sup> Admi<sup>trs</sup> & Ass<sup>g</sup>ns & every of th<sup>m</sup> by these p<sup>r</sup>snts he th<sup>e</sup> s<sup>d</sup> Taylor his Exec<sup>trs</sup> Admi<sup>trs</sup> & Ass<sup>g</sup>ns shall & may peacably & quietly hold occupy possess & enjoy all & singular th<sup>e</sup> p<sup>r</sup>misses before by these p<sup>r</sup>snts bargained & sold & every part & parcell thereof with every th<sup>e</sup> rights members & appurtenances w<sup>th</sup>out th<sup>e</sup> lawfull lett suite trouble Eviction expulsion interruption or demand of or by th<sup>e</sup> s<sup>d</sup> Dickison or of or by his heires Exec<sup>trs</sup> Admi<sup>trs</sup> or any or either of them or of or by any other person or persons lawfully Claimeing from by or under them or any of them or their or any of their Uses or by from or under their or any of their titles Estate means or p<sup>r</sup>curem<sup>ts</sup> as alsoe acquited &

discharged or w<sup>th</sup>in Convenient time after reasonable request made well & sufficiently saved & kept harmless of & from all & all manner of former & other grants bargaines sailes estates former Leases titles Dowrs right or title of Dowrs joyntures uses intales wills rents charges services Arearges of rents statutes recognizances Judgm<sup>ts</sup> Executions titles troubles chargs demands w<sup>soever</sup> had made done Comitted wittingly or willingly suffered & th<sup>e</sup> s<sup>d</sup> Dickison his heirs & As<sup>sgns</sup> or any of them or to their or any of their uses or by their or any of their titles estates meanes or p<sup>curem</sup><sup>ts</sup> & th<sup>e</sup> s<sup>d</sup> Dickison for himself his heirs exec<sup>trs</sup> Admi<sup>trs</sup> all & singular th<sup>e</sup> before bargained premises w<sup>th</sup> their appurtenances & every part & parcell thereof unto th<sup>e</sup> s<sup>d</sup> Taylor his heirs exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>sgns</sup> to th<sup>e</sup> intent & meaning afore<sup>s</sup>d shall & will warrant & for ever defend by these p<sup>r</sup>snts In wittness whereof th<sup>e</sup> parties above named to these p<sup>r</sup>snt Indentures have interchangeably sett their hands & seales th<sup>e</sup> day & yeare above written.

Signed & sealed & Delivered together w<sup>th</sup>  
possession p Livery & seazin p turff & twigg  
in p<sup>r</sup>sence of [blank]

I Willt Diccasson doe as<sup>sgne</sup> over all my right title & Intrest of sixty five Acres of land lying upon th<sup>e</sup> branches of Nongemy cke called stoake hill unto Edm<sup>d</sup> Taylor as witness my hand this eleventh of Novem<sup>r</sup> 1669

Willt Diccasson

William Allen Acknowledgeth th<sup>e</sup> ensuing Conveyance to Henry Moore

This Indenture made the eight day of June in th<sup>e</sup> yeare of ou<sup>r</sup> Lord 1669 Betwixt I Williā Allen of Charles County planter of th<sup>e</sup> one parte & Henry Moore of th<sup>e</sup> fore<sup>s</sup>d County planter of th<sup>e</sup> other parte witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Allen for & in Considera<sup>co</sup>n of a Certaine sume of to<sup>b</sup> to him in hand p<sup>d</sup> whereof & wherew<sup>th</sup> he acknowledgeth himself fully satisfied & p<sup>d</sup> & of every part & parcell thereof, Hath given granted bargained sold enffeo<sup>ff</sup>ed and Confirmed & by these p<sup>r</sup>snts doth give grant aliene bargain sell & confirme unto Henry Moore all th<sup>t</sup> parcell of land Called maysmoore lying in th<sup>e</sup> County afore<sup>s</sup>d begining att a marked Locust tree being th<sup>e</sup> Eastermost bound tree of Daniell Mathenias Land standing by Mattawomans Creek from thence runing up th<sup>e</sup> Creek & bounding on The s<sup>d</sup> Creek w<sup>th</sup> an Easte & by north line for 100 perchs to a marked white Oake standing in a point in an Indian feild by th<sup>e</sup> s<sup>d</sup> Creek being th<sup>e</sup> bound tree of Geo: How's land from thence ru<sup>n</sup>ing south & by East for 320 perches to a marked Hickory standing by a Valey from thence runing West & by south for 100 perches till it intersect th<sup>e</sup> S by E: line of Daniell Mathena & soe along th<sup>t</sup> line to th<sup>e</sup> first bound tree Containeing & now laid out for 200 Acres more or less together w<sup>th</sup> all houses Edifices buildings barnes stables Gardens

[p. 112]

Liber D Orchards yards backsids Easem<sup>ts</sup> lands tenem<sup>ts</sup> meadows Feedings pastures woods underwoods waies p<sup>ff</sup>itts Comodities hereditam<sup>ts</sup> & appurtenances w<sup>t</sup>soever to th<sup>e</sup> s<sup>d</sup> Land & premises belonging or to any part or parcell thereof in any manner of way appertaineing To have & to hold th<sup>e</sup> afore<sup>s</sup>d parcell of land & all & singular other th<sup>e</sup> p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & appurtenances w<sup>t</sup>soever to th<sup>e</sup> s<sup>d</sup> Moore his heirs Exec<sup>trs</sup> & Admi<sup>trs</sup> forever And th<sup>e</sup> s<sup>d</sup> Allen doth for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gns Covenant p<sup>r</sup>mise & grant to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Moor his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Allen now is lawfully & justly possest of a just & due title & Claime in law of & in th<sup>e</sup> before bargained p<sup>r</sup>mises & hath full & absolute powr to bargain sell & assure th<sup>e</sup> same & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> p<sup>r</sup>mises now are & for ever hereafter shall be & continue free & cleare & frely & clearly acquitted exonerated & discharged of & from all & singular other bargaines sales gifts grants leases rents arrearges of rents rent chargs mortgages Joyntures Dowrs right & title of Dowres claimes & demands w<sup>t</sup>soever by him them or any of th<sup>m</sup> had done or Co<sup>m</sup>ited or to be had done or Co<sup>m</sup>ited And th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Allen for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs doth Covenant p<sup>r</sup>mise grant & Agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Moore his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & Assigns & every of th<sup>m</sup> th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Moore his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs & every of them shall & may by force & virtue of these p<sup>r</sup>snts from time to time & att all times for ever hereafter lawfully quietly & peacably have hold use occupy & possess & enjoy th<sup>e</sup> s<sup>d</sup> land & all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & Appurtenances & have rec: & take th<sup>e</sup> rents Issues & p<sup>ff</sup>itts thereof to his or their own p<sup>p</sup> use & behoofe w<sup>th</sup>out any manner of lett trouble eviction or interruption of or by th<sup>e</sup> s<sup>d</sup> Allen his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> or As<sup>s</sup>gs or any of th<sup>m</sup> or of or by any other person or p<sup>r</sup>sons lawfully claimeing by from or under him them or any of them or by his their or any of their means or p<sup>c</sup>urem<sup>ts</sup> The rents & services w<sup>ch</sup> from henceforth shall become due for or in respect of th<sup>e</sup> forementioned p<sup>r</sup>mises hereby sold to th<sup>e</sup> cheife Lord or Lords of th<sup>e</sup> Fee or Fees thereof for & in respect of his or their Seignory or Seignorys alwaies excepted & foreprized And th<sup>e</sup> s<sup>d</sup> Allen for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> doth Coven<sup>t</sup> to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Moore his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Allen his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs shall & will att all times w<sup>th</sup>in seven years next following upon th<sup>e</sup> request & att th<sup>e</sup> Cost and Charges in th<sup>e</sup> law of th<sup>e</sup> s<sup>d</sup> Moore his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gs make & deliver such further Assurance or Assurances for th<sup>e</sup> s<sup>d</sup> p<sup>r</sup>mises as he th<sup>e</sup> s<sup>d</sup> Henry Moore his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> or any of them their or any of their Counsell learned in th<sup>e</sup> Law shall him th<sup>e</sup> s<sup>d</sup> Allen his heirs Exec<sup>trs</sup> or Admi<sup>trs</sup> or them thereto require And th<sup>e</sup> s<sup>d</sup> Allen for himself his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their Appurtenances & every part & parcell thereof unto th<sup>e</sup> s<sup>d</sup> Moore his heires Exec<sup>trs</sup>

Admi<sup>trs</sup> & As<sup>sgs</sup> to th<sup>e</sup> intent & meaning afore<sup>sd</sup> shall & will warrant Liber D  
& forever defend by these p<sup>rs</sup>nts In witness whereof th<sup>e</sup> parties  
first above mentioned to these p<sup>rs</sup>nt Indentures have interchangably  
sett their hands & seales th<sup>e</sup> day & yeare first above written

Signed Sealed & deliverd	W <sup>m</sup> Allen	○
w <sup>th</sup> turf & twigg	Martha <i>m</i> Allen	○
in p <sup>r</sup> sence of	her marke	
Thomas Jenkins		
Samuell 6 Price		
his marke		

Thomas King doth Acknowledge this ensuing Conveyance of [p. 113]  
100 Acres to Alex: Davies

This Indenture made th<sup>e</sup> ninth of 9<sup>br</sup> in th<sup>e</sup> yeare of ou<sup>r</sup> Lord 1669  
Between Tho: King of Charls County in th<sup>e</sup> Province of Maryland  
pl<sup>tr</sup> of th<sup>e</sup> one part & Alex: Davies of th<sup>e</sup> afore<sup>sd</sup> County pl<sup>tr</sup> on th<sup>e</sup>  
other part Witnesseth th<sup>t</sup> th<sup>e</sup> <sup>sd</sup> Thomas King as well for as in Con-  
sidera<sup>co</sup>n of 4000<sup>th</sup> of to<sup>b</sup> & Cask to him in hand pd by th<sup>e</sup> <sup>sd</sup>  
Davis th<sup>e</sup> receipt whereof th<sup>e</sup> <sup>sd</sup> King doth hereby acknowledge &  
himself to be therew<sup>th</sup> fully satisfied Contented & pd & thereof &  
therefrom & of & from every part & parcell thereof doth acquitt &  
discharge th<sup>e</sup> <sup>sd</sup> Davies his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> by these p<sup>rs</sup>nts  
Hath bargained sold aliened enfeoffed as<sup>sg</sup>d & set over & by these  
p<sup>rs</sup>nts doth fully & clearely bargainne sell Aliene enfeoff & Confirme  
unto th<sup>e</sup> <sup>sd</sup> Davies his heirs & As<sup>sgs</sup> for ever all th<sup>t</sup> parcell & tract  
of land scituate lying & being up th<sup>e</sup> Eastermost branch of Avon  
river formerly called Nonjemy Creek begi<sup>n</sup>ing at a birtch tree being  
th<sup>e</sup> eastermost bound *tree* of Cap<sup>t</sup> W<sup>m</sup> Stones land called Pointon (\*)  
standing on th<sup>e</sup> east side of a fresh runn runing *thence* N & by W  
for breadth 64 perches to a bounded white oake thence W: N: W:  
for *length* 250 perches to a bounded spanish Oake thence S; 64  
perches to a bounded red *oak and* thence untill it come to th<sup>e</sup> first  
bound tree containeing & fd out for 100 Acres *more or less* it being  
parte of th<sup>e</sup> land taken up p M<sup>r</sup> James Lendsy but now in th<sup>e</sup> pos-  
session of *Thomas King* w<sup>th</sup> & singular th<sup>e</sup> houses Edifices buildings  
orchards pastures meadows Feedings waies water *water courses*  
yards backsides Easem<sup>ts</sup> p<sup>fts</sup> Comodites & Appurtenances to th<sup>e</sup>  
<sup>sd</sup> p<sup>r</sup>mises or any part or *parcell* thereof belonging or in any wise  
appertaineing & also all th<sup>e</sup> rights estate title *interest use* p<sup>pty</sup> pos-  
session reversion clame & demand of him th<sup>e</sup> <sup>sd</sup> King of & in th<sup>e</sup>  
same, To have *and to hold* th<sup>e</sup> fore<sup>sd</sup> parcell of land & all & singular  
other th<sup>e</sup> p<sup>r</sup>mises before granted bargain'd & sold w<sup>th</sup> *their and*  
*every* of their rights members & Appurtenances w<sup>so</sup>ever unto th<sup>e</sup>  
<sup>sd</sup> Davies his heirs & as<sup>sgs</sup> for *ever* & th<sup>e</sup> <sup>sd</sup> King doth for himself

\*Folio damaged in margin: italic words are supplied by editor from deed  
on liber page 109.





Att A Court held in Charles County th<sup>e</sup> 20<sup>th</sup> of Octo<sup>br</sup> 1669 Pr<sup>s</sup>nt Liber D  
Comission<sup>rs</sup> M<sup>r</sup> Adames, M<sup>r</sup> Mathews, M<sup>r</sup> Lendsy, M<sup>r</sup> Wade, [p. 114]  
M<sup>r</sup> Warren

Charles County D<sup>r</sup>

To th<sup>e</sup> County levy of 668 persons att 28<sup>th</sup> of Tobacco p pole 18704<sup>th</sup>  
p Contra C<sup>r</sup>

p 1 Woolfs head to Nicho: Emanson.....	100 <sup>th</sup>
p 1 Woolfs heade to Sam <sup>ll</sup> Eaton.....	100
p 1 Ditto to Rob <sup>t</sup> Henly.....	100
p 1 ditto to W <sup>m</sup> Marshall.....	100
p 1 ditto to Jn <sup>o</sup> Worlane.....	100
p 1 ditto to James Walker.....	100
p 2 ditto to Rich <sup>d</sup> Smoote.....	200
p 2 ditto to M <sup>r</sup> Adams.....	200
p th <sup>e</sup> Burgesses expences.....	5787
p a Coppy of th <sup>e</sup> laws to th <sup>e</sup> Chancello <sup>r</sup> .....	2000
p a boat & hands to cary downe th <sup>e</sup> burgesses.....	600
p M <sup>r</sup> Mountague goeing down & up.....	170
p W <sup>m</sup> Clappam for attend th <sup>e</sup> burgesses.....	300
p Geo: Taylor for an Orphan of Arthur Turner.....	1600
p Joseph Cooper for ditto.....	1200
p Cap <sup>t</sup> Boareman for th <sup>e</sup> bridge.....	3000
p Mary Wilson .....	0800
p Sallery to th <sup>e</sup> sheriffe.....	1675

Att A Court held in Charles County th<sup>e</sup> second Tuesday in 9<sup>br</sup> 1669 [p. 115]  
p<sup>r</sup>sent Comissioners

M<sup>r</sup> Henry Adames                      M<sup>r</sup> Joseph Harrison  
M<sup>r</sup> James Lendsey  
M<sup>r</sup> Zach: Wade                      M<sup>r</sup> Hump: Warren

The Court hath ordered th<sup>e</sup> Continuance of these following Attachm<sup>ts</sup>

W<sup>m</sup> Britton's Attachm<sup>t</sup> ag<sup>t</sup> Cornelius Johnson serv<sup>t</sup> of Antho:  
Bridges for 1500<sup>th</sup> of To<sup>b</sup>:

Benja: Rozers Attachm<sup>t</sup> ve<sup>r</sup> Edw<sup>d</sup> Powell

W<sup>m</sup> Marshall's 2 Attachm<sup>ts</sup> ve<sup>r</sup> Tho: Attoway & Tho: Shrieffs

Rich: Morrice his Attachm<sup>t</sup> ve<sup>r</sup> Tho: Attoway

Peter Roberts his Attachm<sup>t</sup> ve<sup>r</sup> Tho: Attoway

Clem<sup>t</sup> Theobald's Attachm<sup>t</sup> ve<sup>r</sup> W<sup>m</sup> James

W<sup>m</sup> Corkers Attachm<sup>t</sup> ve<sup>r</sup> W<sup>m</sup> James

Tho: Greg's Attachm<sup>t</sup> ve<sup>r</sup> W<sup>m</sup> Stork

George Taylor is also (p order of Court) to keep an Orphan of  
Arthur Turner's & to be allowed out of th<sup>e</sup> County Levy for this  
ensueing yeare 1600<sup>th</sup> of Tobacco

**Liber D** Joseph Cooper is also to keep anoth<sup>r</sup> of th<sup>e</sup> sd Turners Orphans & to be allowed for this ensueing yeare out of th<sup>e</sup> County Levy four hundred pounds of Tobacco

Edw<sup>d</sup> Maddock Chirurgion p<sup>r</sup> order of Court hath undertaken to Cure Lucy Good of a Lame Legg for whose Care till May next is to be allowed out of th<sup>e</sup> County Levy eight hundred pounds of To<sup>b</sup>: & if he Cure th<sup>e</sup> sd Lucy of her Lameness is also allowed one years service from th<sup>e</sup> sd Lucy.

[p. 117]\* Att a Court held in Charles County on th<sup>e</sup> eleventh of Janur 1669/70  
p<sup>r</sup>snt Comissioners

{ M <sup>r</sup> Henry Adames M <sup>r</sup> Thom <sup>s</sup> Matthews M <sup>r</sup> Zachary Wade }	{ M <sup>r</sup> Joseph Harrison M <sup>r</sup> Humphrey Warren }
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Christopher Brimins p<sup>r</sup>snts a servant called Peter Mow who is judged seven years old.

M<sup>r</sup> W<sup>m</sup> Barton p<sup>r</sup>snts a servant called Rich<sup>d</sup> Armstrong who is judged nineteen years old.

W<sup>m</sup> Barton p<sup>r</sup>snts two servants Geo: German  
Ann Newman } who is judged  
{ twenty one years  
seventeen years } of Age.

John Paine p<sup>r</sup>snts a servant called Thomas Bradshaw who is judged twenty years old.

M<sup>r</sup> Thomas Dent p<sup>r</sup>snts two serv<sup>ts</sup> Thomas Daverill  
Abigall Prince } who is judged  
{ 20 years  
23 years } old.

Sam<sup>l</sup> Eaten p<sup>r</sup>snts a serv<sup>t</sup> called Thom: Fenner w<sup>ch</sup> is judged 19 years old

Daniell Johnson p<sup>r</sup>snts a serv<sup>t</sup> called Robert Barker who is judged betweene 21 & 22 yeares old.

Cap<sup>t</sup> Boareman p<sup>r</sup>snts a serv<sup>t</sup> called Thomas Careadale who is judged between 16 & 17 years old.

Humph: Warren Juni<sup>r</sup> p<sup>r</sup>snts a serv<sup>t</sup> called W<sup>m</sup> Turner who is judged 22 years old

M<sup>r</sup> Henry Adames p<sup>r</sup>snts a Serv<sup>t</sup> calld Francis Chomley who is Judged 16 yeare old

The Following Attachments are ordered to Continue till the next Court.

W<sup>m</sup> Brettons Attachment versus Anthony Bridges.

Benj<sup>a</sup> Rozer his Attachment versus Ed<sup>d</sup> powell.

Will<sup>m</sup> Marshall his attachment versus Tho: Attoway.

Ditto Attachm<sup>t</sup> versus william Shrieves

Rich Morris his Attachm<sup>t</sup> versus Tho: Attoway.

\* Liber page 116 is blank.

Peter Roberts his Attachm<sup>t</sup> versus ditto Attoway.  
 Clem<sup>t</sup> Theobalds his Attachment versus will<sup>m</sup> James.  
 Tho: Corker his Attachment versus ditto.

Liber D

Stephen Cutler Confesseth Judgement to Benj<sup>a</sup> Rozer for One Thousand one hundred<sup>a</sup> and Sixty pounds of Tobaccoe.

John Boyden confesseth Judgement to Benj<sup>a</sup> Rozer for One thousand Six hundred and fiftene pounds of Tobaccoe

Rich<sup>d</sup> Dod confesseth Judgement to Benj<sup>a</sup> Rozer for foure hundred Eighty & Eight pounds of Tobaccoe.

John Vaudrey Confesseth Judgement to Benj<sup>a</sup> Rozer for one Thousand nine hundred and Eighty pounds of Tobaccoe.

John Vaudrey confesseth Judgement to walter Bayne for one Thousand Eight hundred & Thirty & Eight pounds of Tobaccoe.

Edward Maddock p<sup>lt</sup> came & made his appearance at this Court to prosecute his Suite against Richard Boughton in an ac<sup>on</sup> of debt whereupon the p<sup>lt</sup> presenteth this Ensueing declaracon to be read in Court as foll: viz:

Charles County ss: Ed: Madock p<sup>lt</sup>: Rich: Boughton Deft

The p<sup>lt</sup> Complaineth against the defendant for that the def<sup>t</sup> Standeth indebted unto him th<sup>e</sup> Said p<sup>lt</sup> by bill under his hand & Seale bearing date th<sup>e</sup> 27<sup>th</sup> of August 1668 in th<sup>e</sup> 38<sup>th</sup> yeare of the Dominion of Caecilius &c: by w<sup>ch</sup> bill he the S<sup>d</sup> Def<sup>t</sup> did assume & to th<sup>e</sup> Said p<sup>lt</sup> did faithfully promise the Sume of four hundred pounds of Tobaccoe to him the S<sup>d</sup> P<sup>lt</sup> he would when thereunto required well & truly pay yet nevertheles the S<sup>d</sup> Deft his S<sup>d</sup> promise & assumption little minding or regarding the Said Sum<sup>e</sup> of foure hundred pounds of Tobaccoe to him the S<sup>d</sup> p<sup>lt</sup> hath not payd although thereto often required whereby th<sup>e</sup> S<sup>d</sup> p<sup>lt</sup> Saith he is damnified & hath loss to the vallew of 700<sup>th</sup> of Tobaccoe & thereupon he bringeth his Suite

whereupon the Said p<sup>lt</sup> produced the defts Bill as above S<sup>d</sup> & the deft not being able to Shew any lawfull reason to the Contrary the Court passed Judgem<sup>t</sup> against the deft for the Sum<sup>e</sup> of 400<sup>th</sup> of Tobacco as aforesaid with Costs of Suite &c & the p<sup>lt</sup> preferred his Bill of Costs as foll:

To Attorneys Fees.....	60
To 3 days attendance.....	90
	<hr/>
	150

which th<sup>e</sup> court allowed & approved of.

Thomas Alcocks p<sup>lt</sup> Came & appeared to prosecute the Suite [p. 118]  
 Comenced by him ag<sup>t</sup> Anne Fowke Administratrix of the goods & chattells of Gerrard Fowke de<sup>cd</sup>:

**Liber D** Anne Fowke by her Attorney Capt Josias Fendall made her appearance to answer the Suite Comenced against her as aforesaid, whereupon th<sup>e</sup> S<sup>d</sup> p<sup>ts</sup> declaracōn was read in Court to the Effect as foll: viz<sup>t</sup>

The Said Thomas Alcock complaineth against th<sup>e</sup> Said Anne Fowke for th<sup>t</sup> whereas th<sup>e</sup> Said Thomas at the Speciall instance & request of the aboves<sup>d</sup> Gerard Some time in may & June Anno Do<sup>ni</sup> 1669 & the 38<sup>th</sup> yeare of the Dominion of Caecilius &c did build Sett up, & finish, for the Said Gerrard one Syder mill & presse, in Consideracōn whereof the Said Gerrard did assume on himselfe & faithfully promise to the S<sup>d</sup> Thomas, that he the S<sup>d</sup> Gerrard would pay unto the Said Thomas the Just quantity of Two thousand pounds of tobaccoe when thereunto he Should be required, Notwithstanding the Said Gerrard in his life time, nor th<sup>e</sup> Said Anne Administratrix of his goods & chattells Since his death, though often thereto requested hath not payd or Satisfyed the Said Summe of 2000<sup>lb</sup> of Tobaccoe but doth altogether refuse to pay the Said Summe to great damage of the Said Thomas whereupon he Saith he is dampnified & hath loss to the vallew of 2500<sup>lb</sup> tobaccoe & thereupon he Bringeth his Suite

whereupon the Def<sup>ts</sup> Attorney requiring it the p<sup>ft</sup> produced George Godfrey who Subp<sup>ad</sup> Sworne & Examined in open Court Saith That th<sup>e</sup> before named Gerrard Fowke agreed with the S<sup>d</sup> Thomas Alcocks to build the Said mill & presse & for th<sup>e</sup> doeing of the Same was to pay unto him the Summe of 2000<sup>lb</sup> tobaccoe Whereupon it was ordered that the Said Anne Fowkes Should pay unto the Said Thomas Alcocks the Said Summe of 2000<sup>lb</sup> of Tobaccoe with Costs of Suite & the p<sup>ft</sup> preferred this Ensueing bill of Costs.

Attunnys Fees .....	60
To 2 days attendance for himselfe at 30 <sup>lb</sup> p̄ diem....	60
To George Godfrey his Evidence 2 days attendance..	60

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180

which th<sup>e</sup> Court allowing gave him order for th<sup>e</sup> Same ag<sup>t</sup> the Deffend<sup>t</sup>

George Thompson Came & acknowledged a Judgement to Robert perce Chyrurgion for th<sup>e</sup> Summe of 3200<sup>lb</sup> of Tobaccoe to be payd on the 10<sup>th</sup> day of november Anno Do<sup>ni</sup> 1670

Philip Cary p<sup>ft</sup> by his Attorney Garratt Hammond came & appeared to prosecute the Suite by him Comenced against Daniel Mathena in an accon of trespasse on the Case. th<sup>e</sup> Def<sup>t</sup> Entered Rich Boughton his Attorney.

• Daniel Mathena Likewise appeared to answer to the Suite of philip Cary as aforesaid, whereupon the p<sup>fts</sup> Declaracōn was read in Court to the Effect as foll viz:

The Said philip Complaineth against the Said Daniel for that  
 whereas the Said philip made a Crop of Tobaccoe on th<sup>e</sup> plantacon  
 of Mathias obrian at Matawoman in Charles County and the Said  
 philip his occasions causing his absence for a certain time, did  
 desire the Said Daniel to Strike the Said Crop & he the Said  
 philip would Satisfy th<sup>e</sup> Said Daniel for Strikeing the Said Crop of  
 Tobacco Now the Said Daniel hath Stroke th<sup>e</sup> Said Crop and  
 Converted it to his owne use by paying of it away in Satisfaccon  
 of his the Said Daniels owne debts & dues and doth refuse to render  
 an acco<sup>t</sup> of the Said Crop of Tobacco, to th<sup>e</sup> Said philip or any  
 wise to Satisfy him for the Same though often thereto required to  
 the great damage of him the Said philip, whereupon he Saith he is  
 damnified & hath loss to the vallew of 3000<sup>th</sup> Tobaccoe & thereupon  
 he bringeth his Suite. Liber D

whereupon th<sup>e</sup> def<sup>ts</sup> Attorney Richard Boughton did Alledge on  
 the behalfe of the Deft that th<sup>e</sup> Said Defendant had bought the  
 Said Crop of Tobaccoe of the plaintiff & had Satisfied him for the  
 Same & for the prooffe of this his allegation had Summoned three  
 Evidences which were accordingly called & Sworne.

John Loyle aged twenty yeares or thereabouts Sworne & Ex- [p. 119]  
 amined in open Court Saith: That he heard Daniel Mathena Say he  
 had bought philip Cary's Crop & that philip Cary came to his  
 master (mathias Obrians) house, & they went into the tobaccoe house  
 together: and further Saith not.

Charles woolley aged 25 yeares or thereabouts Sworne & Ex-  
 amined in open Court Saith: that he went into the Tobaccoe house  
 with mathias obrian & that philip Cary Shewed Daniel Mathena his  
 Tobaccoe & further Saith not

Mathias Obrian aged forty Six yeares or thereabouts Sworne &  
 Examined in open Court Saith That philip Cary & Daniel Mathena  
 coming to his house philip Cary went immediately into the To-  
 baccoe house & Shewed Daniel Mathena the tobaccoe & Said to him  
 pay my Countryman (meaning him the Said Mathias) and further  
 Saith not.

Whereupon the Court not finding these Evidences of any vallidity  
 to prove the Sale of the Said Crop as by the Said Daniel Mathena  
 pretended gave their judgement as foll viz: That the Said Daniel  
 Mathena Should give an acco<sup>t</sup> of the Said Crop of tobaccoe to the  
 Attorney of the Said philip Cary in Case the S<sup>d</sup> philip Cary Should  
 not be present himselfe.

Nicholas Emanson P<sup>ft</sup> Came & appeared to prosecute his Suite  
 Comenced against Elizabeth Hasell in an accon of trespasse on the  
 Case.

Elizabeth Hasell likewise appeared to defend the Said Suite  
 Comenced against her by nicholas Emanson as aforesaid & Entereth

Liber D Richard Boughton her Attorney in the Said Accōn whereupon the p<sup>l</sup>ts declaracon was read in Court to the Effect as foll: viz

The p<sup>l</sup>t Complaineth against th<sup>e</sup> def<sup>t</sup> for that whereas the Said Defendant during the time of her Service had run away, & absented herselfe from his th<sup>e</sup> S<sup>d</sup> p<sup>l</sup>ts Service Severall times, which times he the Said p<sup>l</sup>t not having given her any Correction for had Caused from time to time to be recorded, as p<sup>r</sup> the records may appeare, Now the Said Elizabeth having Served out the time She was att her first arrivall obliged to Serve (those times of her running away only Excepted) did refuse to give him the Said p<sup>l</sup>t any Satisfacōn for those times of her running away whereupon the Said plaintiff bringeth his Suite humbly craving this worspfull Court will please to grant him Such Satisfacōn against the Said Defend<sup>t</sup> for those times of her ruñing away as is by the Act of assembly in that Case provided &c

Whereupon the Said Richard Boughton Attorney for the defend<sup>t</sup> alleadged that the defendant Could not be punished by that Act of Assembly, having for Every Such time of her running away received Corporall punishment & thereof he putts himselfe on the Country, And the Said p<sup>l</sup>t Like Wise.

Whereupon by vertue of a venire facias to the Sheriff Directed the Sheriff impanell'd twelve good & lawfull men of the baylifwick before whom the busines being brought to be by them decided the Defendant requested her Evidences might be admitted which were accordingly called & Sworne.

Joseph Dorosall aged 36 yeares or thereabouts Sworne & Examined in open Court Saith that M<sup>rs</sup> Emanson did beat the defendant for ruñing away but the particular times he cannot remember, and further Saith Not.

[p. 120] Rich<sup>d</sup> Beck aged Nineteene yeares or thereabouts Sworne & Examined in open Court Saith That he Cannot Remember that Ever the Def<sup>t</sup> ran away but that his mother beat her when She came home & that his mother Said to her you Shall be free & after that She beat her & putt her in Irons & when he went into virginia after her a woman asked him if he knew that woman, & he replying She was his Servant the woman Said She had Served Six yeares, and further Saith not.

Edmond Lambert aged 39 yeares or thereabouts Sworne & Examined in open Court Saith That on new yeares day last was two yeares he Carried her home & She was then pardoned for her running away & after that She run away again & her Mistris tyed her to a bed post & whipped her, and further Saith not.

Anne Lambert aged 30 yeares or thereabouts Sworne & Examined in open Court Saith that once when the Said Deft had run away her mistris tooke her & whipt her & Said it was for a paire of m<sup>r</sup> prices Stockins & further Saith not.

Anne Lane aged 25 yeares or thereabouts Sworne & Examined in open Court Saith That She hapned once to be at the Said p<sup>ts</sup> house when the Said Defendant was brought home by James Mackey & her mistris tooke her & whipt her Saying it was not for her running away but for a Childs Clout which She had taken with her or lost & farther this deponent Saith that goeing in afterwards to Sweep the roome there was a puddle of blood in the room & great wounds in her back. Liber D

Lewis Beck aged thirteen yeares or thereabouts Sworne & Examined in open Court Saith That that Summer She ran away to m<sup>r</sup> Adames his planta<sup>con</sup> when She came home his mother put her in irons & another time his mother whipt her & Severall times She hath beene beaten for running away but the particular times he certainly remembers not and further Saith not

Whereupon the Jury having retired for Some time & Considered the premises returned their verdict & therein found for the d<sup>ft</sup> Whereupon the Court gave Judgement against the plaintiff in the behalfe of the defendant for costs & charges of Suite & the defendants Attorney Rich<sup>d</sup> Boughton preferred this Ensueing bill of Costs.

To her owne attendance two days att Court att 30 <sup>th</sup> p <sup>er</sup> diem....	60
To Joseph Dorosall his attendance 2 days.....	60
To Edmond Lambert his Attendance 2 days.....	60
To Anne Lambert her Attendance 2 days.....	60
To Anne Lane her Attendance 2 dayes att Court.....	60
To Attorneys Fees to th <sup>e</sup> s <sup>d</sup> Rich <sup>d</sup> Boughton.....	60

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360

Atturnees Fees ..... 60

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420

Which being by the Court Allowed order was past for the Same.

Richard Boughton Confesseth Judgment to Benjamin Rozer for the Sum<sup>e</sup> of Two thousand Six hundred fifty one pounds of Tobaccoe.

Josias Lambert being Attached to Edmond Lendsey in an ac<sup>on</sup> of debt for the Sum<sup>e</sup> of 653<sup>th</sup> of Tobaccoe came & Acknowledged a Judgement to the Said Edmond Lendsey for the Said Sum<sup>e</sup> of Six hundred fifty & three pounds of Tobaccoe.

Edmond Lendsey p<sup>lt</sup> Came & appeared to prosecute his Suite [p. 121] against William Nevill in a plea of trespass upon the Case

William Nevill Came & appeared to defend the Suite Comenced against by Edmond Lendsey as aforesaid, whereupon the p<sup>ts</sup> declaration was read in Court to the Effect as foll:

The S<sup>d</sup> Edmond Complaineth against the Said william for that whereas the Said william the Eighth day of September in the yeare

Liber D 1668 in th<sup>e</sup> xxxvii<sup>th</sup> yeare of the Dominion of Caecilius &c had & received from th<sup>e</sup> Said Edmond divers parcells & quantitys of Drinke & other ordinary accommoda<sup>o</sup>ns a particular acco<sup>t</sup> whereof is here in Court by the Said Edmond produced amounting to the Sum<sup>e</sup> of foure hundred ninety Eight pounds of tobaccoe the Said william did in Considera<sup>o</sup>n thereof then assume on himselfe & to the Said Edmond did faithfully promise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Will<sup>m</sup> the S<sup>d</sup> Sum<sup>e</sup> of 498<sup>th</sup> of tobaccoe to the Said Edmond when thereunto required would well & truly Satisfy & pay Notwithstanding the Said william his promise & assumption little minding or regarding but devising & fraudulently intending him the Said Edmond the Said Sum<sup>e</sup> of 498<sup>th</sup> Tobaccoe to deceive the Said Sum<sup>e</sup> of 498<sup>th</sup> of tobaccoe to him the Said Edmond hath not Satisfyed but Doth altogether refuse to pay the Same whereupon the Said Edmond Saith he is damnified & hath Loss to the vallew of 800<sup>th</sup> of tobaccoe & thereupon he bringeth his Suite &c, And withall the p<sup>t</sup> produced a particular acco<sup>t</sup> of the Severall goods before men<sup>o</sup>ned which the de<sup>ft</sup> putting him to the proo<sup>f</sup>e of.

Ralph Coates Subp<sup>a</sup> in the behalfe of th<sup>e</sup> p<sup>t</sup> Sworne & Examined Saith that he with his owne hands delivered severall parcells of drinke & other goods to the d<sup>ft</sup> as is abovespecified

Whereupon the Def<sup>t</sup> alleaging that the p<sup>t</sup> had Killed a steere of his th<sup>e</sup> S<sup>d</sup> Def<sup>ts</sup> & had not given him any acco<sup>t</sup> thereof whereupon th<sup>e</sup> p<sup>t</sup> Compounded with the S<sup>d</sup> D<sup>ft</sup> to allow him the S<sup>d</sup> Def<sup>t</sup> for the Said Steere the Sum<sup>e</sup> of 325<sup>th</sup> of Tobaccoe & the Def<sup>t</sup> Confesseth a Judgem<sup>t</sup> for 173<sup>th</sup> of tobaccoe being the rem<sup>a</sup> of the Said 498<sup>th</sup> of tobaccoe & the p<sup>t</sup> requesting it was allowed Sixty pounds of tobaccoe for his two days attendance on the Court.

Rich: Fowkes being Attached to answer to Edmond Lendsey in a plea of trespasse upon the Case for the Sum<sup>e</sup> of One hundred twenty Eight pounds of tobaccoe the acco<sup>t</sup> having been first proved by the oathes of Edmond Lendsey & Ralph Coates by his Attorney Confesseth Judgement for the Said Sum<sup>e</sup> of 128<sup>th</sup> of Tobacco w<sup>th</sup> Costs of Suite the p<sup>t</sup> was allowed ninety pounds of tobacco for his owne & Evidences charges

Richard Boughton being Attached to answer to the Said Edmond Lendsey In a plea of trespasse upon the Case for the Sum<sup>e</sup> of One thousand Six hundred forty & two pounds of Tobaccoe Confesseth a Judgem<sup>t</sup> to the Said Edmond Lendsey for the Said sum<sup>e</sup> of 1642<sup>th</sup> tobaccoe with Costs of Suite.

Jacob Leak being Attached to answer to the S<sup>d</sup> Edmond Lendsey in an ac<sup>o</sup>n of trespasse upon the Case amounting to the Sum<sup>e</sup> of Seventy Eight pounds of tobaccoe the acco<sup>t</sup> being first proved by the oathes of the Said Edmond Lendsey & Ralph Coates Confesseth a



Judgement for the Said Sume of Seventy Eight pounds of tobaccoe with Costs of Suite & the Said Edmond requesting it had ninety pounds of tobaccoe allowed him for his & his Evidences charge of attendance. Liber D

William Allen being attached by to answer to Edward Maddock in two accōns order past against the Sheriff that he Should have him att the next Court to be held in charles County on the Second tuesday in march next or lye lyable to the penalty of the law for his default in that Case

William Nevill being Attached to answer to George Shenstone in a plea of debt for the Sume of foure hundred pounds of Tobaccoe came & appeared & confeseth a Judgement to the Said George Shenstone for the Said Sume of foure hundred pounds of tobaccoe & Caske the bill being in Court by the Said George produced. [p. 122]

Ordered that Henry Barnes not appearing in the Suite by him Comenced against Elizabeth Story Should be nonsuited & pay Costs of Suite.

John Bisick being attached to answer to Edward price in a plea of debt by bill for the Sume of five hundred forty five pounds of Tobaccoe came & appeared & the bill being in Court by the Said Edward produced acknowledged a judgement to him the Said Edward for the Said Sume of 545<sup>th</sup> of To<sup>b</sup> with Costs of Suite.

John Andrews p<sup>lt</sup> Came & appeared to prosecute his Suite Comenced by him against John Munne in a plea of trespassed upon the Case

John Munne Def<sup>t</sup> came & appeared to defend the Suite Comenced ag<sup>t</sup> him by John Andrews as aforesaid, & to that Effect craved a nonsuite against the p<sup>lt</sup> for that the p<sup>lt</sup> had not Entered his declaratōn (according to the Act of Assembly in that Case provided) three days before th<sup>e</sup> Court.

Whereupon the Acts of assembly being Serched & that act being but a trienniall act (not being revived in the act made the last assembly for reviving certain Laws within this province the p<sup>lt</sup> requesting it had time till morning for the Enttring his declaratōn

The Court Adjourned till the 12 of January 8 of the Clock in the morning

Att a Court held for th<sup>e</sup> Lord proprietary in Charles County the 12<sup>th</sup> day of January Anno Domini 1669/70

Present Comissioners

M<sup>r</sup> Henry Adames

M<sup>r</sup> Joseph Harrison

M<sup>r</sup> Zachary Wade

M<sup>r</sup> Humphry Warren

Liber D John Andrews p<sup>lt</sup> having had time allowed him by the Court till this morning for the getting his declaracon Drawne against Jn<sup>o</sup> Muns came & appeared & preferred his declaracon to the Court which was read to the Effect as foll:

John Munne dēft came likewise & appeared to defend the Suite Comenced against him by the Said John Andrews as aforesaid then the p<sup>lts</sup> declaracon was read as foll:

To the Worshipfull the Com<sup>rs</sup> of Charles County

John Andrews Complaineth against John Munne for that whereas, the Said John Andrews Covenanted & agreed with the Said John Munne to Serve him from the first day of march last past 1668 to the last day of october 1669 in Considera<sup>on</sup> whereof the Said John Munnes was to pay & did assume on himself to pay to the Said John Andrews Eleaven hundred pounds of tobaccoe and one Sow with piggs, Notwithstanding the Said John Andrews hath Served the Said John Munnes according to agreement, yett the Said John munne hath not payd the Said Andrewes according to his promise & Assumption in that behalfe made but doth altogether refuse to pay the Same to the great damage of him the Said Andrewes whereupon he Saith he is damnified & hath loss to the vallew of 1500<sup>th</sup> of Tobaccoe & thereupon he Bringeth his Complaint.

[p. 123] To which the defend<sup>t</sup> replied that he had severall times offered the p<sup>lt</sup> to pay him what tobaccoe was due to him for the prooffe whereof he desired the Court would Admit of his Evidence whereupon his Evidences being by th<sup>e</sup> Sheriff before Sup<sup>a</sup> were called & Sworne as foll.

Mathew Sands Sworne & Examined in open Court Saith that the Dēft: offered the p<sup>lt</sup>: tobaccoe att william Nevills which he would not accept, & further Saith not

Peter Dawson Sworne & Examined in open Court Saith that he being p<sup>nt</sup> att the Defend<sup>ts</sup> house the p<sup>lt</sup> Came & asked the tobaccoe due to him of the defendant & the Dēft<sup>t</sup> answered he was ready to waite on him & further Saith not

William nevill Sworne & Examined in open Court Saith that the Dēft had at that time tobaccoe at his house one f<sup>th</sup>d which he after-ward layd out at the Store & further Saith not.

But the Court not Judging these Evidences of validity to prove that the tobaccoe was payd gave judgement against the def<sup>t</sup> for the Said Summe of Eleaven hundred pounds of tobaccoe & a sow with piggs according to what was covenanted between them together with Costs of Suite whereupon the p<sup>lt</sup> preferred this Ensueing bill of Costs which was by the Court allowed of.

To three days attendance for himselfe. 90	} 150 <sup>th</sup> Tobaccoe.
To Attorneys Fees. . . . . 60	

Thomas Witter p<sup>lt</sup> came & appeared to prosecute his ac<sup>on</sup> of trespass on the Case by him Comenced against Nicholas Emanson Def<sup>t</sup> Liber D

Nicholas Emanson defendant came likewise & appeared to defend the ac<sup>on</sup> comenced against him by Thomas witter as aforesaid, whereupon the p<sup>lts</sup> declara<sup>on</sup> was read in Court to the Effect as followeth.

The Said Thomas witter Complaineth against the Said nicholas Emanson for that whereas the Said nicholas the Eleaventh day of november in the yeare 1669 in the xxxviii yeare of th<sup>e</sup> dominion of Caecilius &c had & received had & received of the Said Thomas Severall wares & merchandizes amounting to the Sum<sup>e</sup> of three hundred fifty Six pounds of tobaccoe in Considera<sup>on</sup> whereof the Said Nicholas did then assume on himselfe and to the Said Thomas did faithfully promise that he th<sup>e</sup> Said Nicholas the Said Sum<sup>e</sup> of Three hundred fifty Six pounds of tobaccoe to him the Said Thomas would when thereunto required well & truly pay notwithstanding the Said Nicholas his Said promise little minding the Said Sum<sup>e</sup> of 356<sup>th</sup> of tobaccoe to him the Said Thomas Although often thereunto required hath not payd but doth altogether refuse to pay the Same to the great damage of him the Said Thomas whereupon he Saith he is damnified & hath loss to the vallew of 600<sup>th</sup> of Tobaccoe & thereupon he bringeth his Suite.

And the S<sup>d</sup> p<sup>lt</sup> did therewith present to the Court a particular acc<sup>ot</sup> of th<sup>e</sup> Goods Sold to the d<sup>ft</sup> which the defendant not Shewing any Just Cause to the Contrary the Court gave judgement against the defendant for the Said Sum<sup>e</sup> of three hundred fifty Six pounds of tobaccoe with Costs of Suite whereupon the p<sup>lt</sup> preferred this Ensueing bill of Costs which was by the Court allowed.

To 2 dayes attendance for himselfe.....	60
To Attorneys Fees.....	60

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120

Edmond Tayler being attached to answer to Edmond Lendsey in a plea of trespass upon the Case came & appeared & the acco<sup>t</sup> being in Court by the Said Edmond produced amounting to the Sum<sup>e</sup> of three hundred fifty two pounds of Tobaccoe Confessed a Judgement in Court to the Said Edmond lendsey for the Said Sum<sup>e</sup> of 352<sup>th</sup> of tobaccoe with Costs of Suite &c & whereupon the p<sup>lt</sup> was allowed for his charge & attendance on the Court 90<sup>th</sup> [p. 124]

Edmond Lendsey p<sup>lt</sup> Came & appeared to prosecute his Ac<sup>on</sup> of trespasse upon the Case by him Comenced against Henry moore for the Sum<sup>e</sup> of 700<sup>th</sup> of Tobaccoe

Henry Moore d<sup>ft</sup> likewise came & appeared to defend the Suite Comenced against him the Said Edmond Lendsey as aforesaid

Liber D whereupon the p<sup>l</sup>t's declaracon was read in Court to the Effect as foll.

The Said Edmond complaineth against the Said Henry for that whereas th<sup>e</sup> Said Henry the 5<sup>th</sup> day of october in yeare 1668 in the xxxvii<sup>th</sup> yeare of the Dominion of Caecilius &c had & received of the Said Edmond divers parcells & quantities of drinke and ordinary accomodations amounting to the Summe of Seaven hundred pounds of Tobaccocoe a particular acco<sup>t</sup> whereof is here in Court by the Said Edmond produced In Considera<sup>o</sup>n whereof the Said Henry did then assume on himselfe and to th<sup>e</sup> S<sup>d</sup> Edmond did faithfully promise that he the Said Henry the Said Summe of 700<sup>lb</sup> of tobaccocoe to him the Said Edmond would when thereunto required well & truly Satisfy & pay Notwithstanding the Said Henry his Said promise & assumption little minding or regarding the Said Summe of 700<sup>lb</sup> of Tobacco to him the Said Edmond hath not Satisfied but doth altogether refuse to Satisfy the Same to the great damage of him the Said Edmond who Saith he is Damnified & hath loss to the vallew of 1200<sup>lb</sup> of Tobacco and thereupon he Bringeth his Suite.

And therewith the S<sup>d</sup> Edmond preferred his acco<sup>t</sup> of particulars amounting to the Summe of Seaven hundred pounds of Tobaccocoe as is before Specified, Whereupon the def<sup>t</sup> not being able to Shew any Just Cause to the Contrary the Court passed judgement against the Defend<sup>t</sup> for the Said Summe of Seaven hundred pounds of Tobaccocoe with Costs of Suite.

And the p<sup>l</sup>t requesting it was allowed 90<sup>lb</sup> of Tobaccocoe for his owne charge & attendance.

Edmond lendsey p<sup>l</sup>t Came & appeared to prosecute the Suite by him comenced against John Thomkinson for the Summe of three hundred twenty Seaven pounds of Tobaccocoe.

John Thompkinson Defendant Came likewise & appeared to answer & defend the Suite Comenced against him by Edmond Lendsey as aforesaid

The Said Edmond Complaineth against the Said John for that whereas the Said John the 10<sup>th</sup> day of november in the yeare of our Lord 1668 in the xxxvii<sup>th</sup> yeare of the Dominion of Caecilius &c, had & rec<sup>d</sup> of the Said Edmond Divers parcells & quantitys of Drink & other ordinary accomoda<sup>o</sup>ns amounting to the Summe of three hundred twenty Seaven pounds of Tobaccocoe In Considera<sup>o</sup>n whereof the S<sup>d</sup> John did then assume on himselfe and to the Said Edmond did faithfully promise that he the Said John the Said Summe of 327<sup>lb</sup> of Tobaccocoe to him the Said Edmond would when thereunto required well & truly Satisfy & pay Notwithstanding the Said John his Said promise & assumption little minding or regarding the Said Summe of three hundred twenty Seven pounds of tobaccocoe to him the Said Edmond although often thereto required hath not payd but doth altogether refuse to pay the Same to the Great damage of him the Said Edmond who Saith he is damnified & hath loss to the vallew of

five hundred pounds of tobaccoe & thereupon he bringeth his Suite Liber D

And whithall preferred his acco<sup>t</sup> amounting to the Said Sum<sup>e</sup> of [p. 125]  
327<sup>th</sup> of To<sup>b</sup>:

To which the Said John replied that he was overcharged in the Said acco<sup>t</sup> & put the p<sup>lt</sup> to the prooffe thereof & farther that he had payed to the Sheriff for the use of the p<sup>lt</sup> two hundred fifty five pounds of To<sup>b</sup>: which he did Judge to be all his Just due debt to the S<sup>d</sup> p<sup>lt</sup>: whereupon Ralph Coates being Sworne & Examined on the behalfe of the p<sup>lt</sup> Saith That he did delliver to the Defend<sup>t</sup> the particulars men<sup>c</sup>oned in the Said acco<sup>t</sup> Whereupon after abatem<sup>t</sup> made in open Court by the p<sup>lt</sup> the Court gave Judgement against the dēft for the Sum<sup>e</sup> of twenty two pounds of tobaccoe with Costs of Suite & the p<sup>lt</sup> was by the Court allowed for his Costs & attendance 90<sup>th</sup> of tobaccoe.

Edward Maddock Pl<sup>t</sup> came & appeared to prosecute th<sup>e</sup> suite by him Commenced ag<sup>t</sup> James Lee for eight hundred fifty eight pounds of to<sup>b</sup>

James Lee Def<sup>t</sup> came likewise & appeared to answer & defend th<sup>e</sup> suite comēced ag<sup>t</sup> him by Edw<sup>d</sup> Maddock af<sup>s</sup>d Whereupon th<sup>e</sup> pl<sup>ts</sup> Declaracon was read in Court to th<sup>e</sup> effect viz<sup>t</sup>

The s<sup>d</sup> Edw<sup>d</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> James by a bill under his hand & seale beareing date th<sup>e</sup> twenty sixth day of June 1669 in th<sup>e</sup> xxxviii yeare of th<sup>e</sup> Dominion of Caecilius standeth indebt<sup>d</sup> unto him th<sup>e</sup> s<sup>d</sup> Edward in th<sup>e</sup> sum<sup>e</sup> of eight hundred fifty eight pounds of tobaccoe & being soe indebted he th<sup>e</sup> s<sup>d</sup> James th<sup>e</sup> s<sup>d</sup> sume of eight hundred fifty & eight of tobaccoe on him self did then assume & to th<sup>e</sup> s<sup>d</sup> Edward well & truly to pay did faithfully promise Neverth<sup>e</sup>less th<sup>e</sup> s<sup>d</sup> James his promise & Assump<sup>c</sup>on little regarding but deviseing & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> of th<sup>e</sup> s<sup>d</sup> sume of eight hundred & fifty eight pounds of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> sum<sup>e</sup> of eight hundred fifty eight pounds of to<sup>b</sup> to th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> hath not satisfied but doth altogether refuse for to pay th<sup>e</sup> same to th<sup>e</sup> great damage of him th<sup>e</sup> s<sup>d</sup> Edward whereupon he saith he hath loss to th<sup>e</sup> Value of one thousand two hundred pounds of to<sup>b</sup> & thereupon he bringeth his suite.

& w<sup>th</sup>all he produced his bill to w<sup>ch</sup> Rich<sup>d</sup> Boughton Attur<sup>n</sup> for th<sup>e</sup> Def<sup>t</sup> pleaded non est factum

Whereupon W<sup>m</sup> Smith was sworne & Jn<sup>o</sup> Simpson who say that W<sup>m</sup> Smith writt th<sup>e</sup> bill & James Lee Signed it & Delivered it Whereupon th<sup>e</sup> Court Gave Judgm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> for eight hundred fifty Eight pounds of to<sup>b</sup> w<sup>th</sup> Cost & Charges of suite then th<sup>e</sup> pl<sup>t</sup> produced [p. 126]  
this bill of Charges w<sup>ch</sup> was allow<sup>d</sup> p<sup>r</sup> the Court

To his owne Attendance.....	3 daies.....	90
To John Simpson.....	3 daies.....	90
To W <sup>m</sup> Smith.....	3 daies.....	90
To Attur <sup>n</sup> ies Fees.....		60

330

Liber D Edmond Lynsy came & Appeared to prosecute th<sup>e</sup> suite by him Commenced ag<sup>t</sup> James Lee

James Lee Def<sup>t</sup> likewise appeared to answer to th<sup>e</sup> suite Com-menced ag<sup>t</sup> him by Edm<sup>d</sup> Lynsy

And th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> Lynsy prouduced an acc<sup>t</sup> amounting to four hundred & seventy two pounds of to<sup>b</sup> whereupon th<sup>e</sup> s<sup>d</sup> James Lee Def<sup>t</sup> Confessed a Judgm<sup>t</sup> to th<sup>e</sup> s<sup>d</sup> Lendsy for four hundred & seventy two pounds of To<sup>b</sup> w<sup>th</sup> Costs & chargs of suite

Rich<sup>d</sup> Beck Confessed a judgm<sup>t</sup> to Edm<sup>d</sup> Lyndsy for fifty pounds of to<sup>b</sup> w<sup>th</sup> Costs & chargs of suite

Edw<sup>d</sup> Price Confessed a judgm<sup>t</sup> to Edm<sup>d</sup> Lynsy for [blank] pounds of to<sup>b</sup> w<sup>th</sup> Cost & chargs of suite.

M<sup>r</sup> Rozer hath an judgm<sup>t</sup> granted ag<sup>t</sup> th<sup>e</sup> estate of Edw<sup>d</sup> Powll in th<sup>e</sup> hands of M<sup>r</sup> James Lynsy & Thom<sup>s</sup> Stone

Edm<sup>d</sup> Lynsy came to prosecute th<sup>e</sup> suite<sup>s</sup> by him Commenced ag<sup>t</sup> M<sup>r</sup> John Allen as Adm<sup>tr</sup> of M<sup>r</sup> John Hitchyson

John Allen Def<sup>t</sup> came & appeared to answer to th<sup>e</sup> suite of Edm<sup>d</sup> Lynsy who desired th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Lynsy might sweare

Edm<sup>d</sup> Lynsy swo<sup>r</sup>e aged 56 or thereabout saith that he never rec<sup>d</sup> any part of satisfaction from M<sup>r</sup> Hitchison wherupon M<sup>r</sup> Allen Confessed a judgm<sup>t</sup> to Edm<sup>d</sup> Lynsy for 2700<sup>th</sup> pounds of to<sup>b</sup> w<sup>th</sup> Costs & Chargs of suite.

Mary Langhly aged 26 years sworne & saith th<sup>t</sup> Thom<sup>s</sup> Pope is father of her childe.

The Court is Adjourned till th<sup>e</sup> second Tuesday in March 1670/1

[p. 127] Att A Court held for th<sup>e</sup> L<sup>d</sup> Proprietā in Charls County the eight Day of March 1669/70

p<sup>r</sup>sent Commissioners

M<sup>r</sup> Henry Adams

M<sup>r</sup> Joseph Harrison

M<sup>r</sup> Thomas Mathews

M<sup>r</sup> Humph: Warren

M<sup>r</sup> James Lendsy

M<sup>r</sup> Zachary Wade

Robert Rowland p<sup>r</sup>snts a serv<sup>t</sup> called John Rea who is judged to be five years old & to serve till he be twenty one.

M<sup>r</sup> Adams p<sup>r</sup>snts two servants Rob<sup>t</sup> Powll who is judged 16 years old and John Rose is judged to be fifeteene years old.

John Okeane p<sup>r</sup>snts Anthony Battle who is judged to be 16 years old

Jeremiah Dickison p<sup>r</sup>snts John Parker who is judg<sup>d</sup> 18 years old

John Ward p<sup>r</sup>snts James Davies who is judg<sup>d</sup> to be 16 years old

Joseph Harrison p<sup>r</sup>snts John Hodgly who is judg<sup>d</sup> to be 21 years old

Mr Young prsnts Thomas Bright who is judged to be 21 years old Liber D

Edm<sup>d</sup> Lendsy came & appeared to prosecute th<sup>e</sup> suite Commenced by him ag<sup>t</sup> Edw<sup>d</sup> Maddock

Edw<sup>d</sup> Maddock Def<sup>t</sup> likewise appeared to answer to th<sup>e</sup> suite Comēnced ag<sup>t</sup> him by Edm<sup>d</sup> Lyndsy whereupon th<sup>e</sup> s<sup>d</sup> pl<sup>ts</sup> Declara<sup>o</sup>n was read to this effect

The s<sup>d</sup> Edm<sup>d</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Edward for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> Edward th<sup>e</sup> fifeteenth day of Aug<sup>t</sup> in th<sup>e</sup> yeare 1668 & in th<sup>e</sup> xxxvii yeare of th<sup>e</sup> Dominion of Caecilius had & rec<sup>d</sup> of th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> divers parcells of Drink & ordinary Accomoda<sup>o</sup>ns from th<sup>e</sup> s<sup>d</sup> fifeteenth day of Aug<sup>t</sup> & In th<sup>e</sup> yeare afore<sup>s</sup>d & att divers dais & times till th<sup>e</sup> eleventh day of february 1668 a particular Acc<sup>t</sup> whereof is here in Court by th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> produced amounting to th<sup>e</sup> Valew of one thousand one hundred & three pounds of to<sup>b</sup> & being soe indebted as afore<sup>s</sup>d th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> in Considera<sup>o</sup>n thereof did then Assume upon himself & to th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> did faithfully promise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 1103<sup>lb</sup> of to<sup>b</sup> to th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> w<sup>n</sup> thereunto required would well & truly satisfy & pay notwithstanding th<sup>e</sup> s<sup>d</sup> Edward his p<sup>m</sup>ise & assumption little regarding but deviseing & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> of th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 1103<sup>lb</sup> of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 1103 of to<sup>b</sup> to him th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> hath not satisfied according to his promise to him on th<sup>t</sup> behalfe made But doth altogether refuse to pay th<sup>e</sup> same to his [p. 128] th<sup>e</sup> s<sup>d</sup> Edm<sup>ds</sup> great da<sup>m</sup>ag whereupon he saith he is Damnfied & hath loss to th<sup>e</sup> valew of 1800<sup>lb</sup> of to<sup>b</sup> & thereupon he bringeth his suite.

Whereupon th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> produced his acc<sup>t</sup> & th<sup>e</sup> s<sup>d</sup> Def<sup>t</sup> haveing nothing to say why Judgm<sup>t</sup> should not pass.

It was ordered th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> should pay unto th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> 1103<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs & charges of suite

It was ordered th<sup>t</sup> Mr John Allen should appeare next Court to answer to th<sup>e</sup> suite Mr Sly Commenced ag<sup>t</sup> him as Adm<sup>tr</sup> of th<sup>e</sup> Goods & Chattles of Mr John Hutchinson or else an order to pass ag<sup>t</sup> th<sup>e</sup> Sheriffe.

Edw<sup>d</sup> Maddock came & confessed a judgm<sup>t</sup> to Mr John Douglass for 900<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs of suite.

Nicholas Solsby was Attached to answer unto Tho: Cosden, where upon th<sup>e</sup> s<sup>d</sup> Nicholas did appeare & did Confess a judgm<sup>t</sup> to th<sup>e</sup> s<sup>d</sup> Cosden for 570<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs & charg<sup>s</sup> of suite.

Nicholas Solby came & Confessed a judgm<sup>t</sup> to Thom<sup>s</sup> Cosden for 840<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs of suite

Rob<sup>t</sup> Clearke Came & Confessed a judgm<sup>t</sup> to Daniell Johnson for 436<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs & chargs of suite

Liber D Daniell Johnson Pl<sup>t</sup> Came & appeared to presecute th<sup>e</sup> Suite by him commenced ag<sup>t</sup> Henry Moore for th<sup>e</sup> sune of five hundred eighty six pounds of to<sup>b</sup>:

Henry Moore Def<sup>t</sup> came alsoe & appeared to defend th<sup>e</sup> suite comēced ag<sup>t</sup> him by Daniell Johnson whereupon th<sup>e</sup> pl<sup>ts</sup> Declaracon was reade vizt

The s<sup>d</sup> Daniell complaineth Ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Henry for th<sup>t</sup> whereas the said Henry by a certaine writing Obligatory under his hand & Seale beareing Date th<sup>e</sup> 17<sup>o</sup> Day of July in th<sup>e</sup> xxxviii yeare of th<sup>e</sup> Dominion of Caecilius Ann<sup>q</sup> Domi 1669 did become bound unto him th<sup>e</sup> s<sup>d</sup> Daniell th<sup>e</sup> sune of five hundred eighty six pounds of to<sup>b</sup> in portobacco Creeke on or before th<sup>e</sup> 10<sup>o</sup> of Octo<sup>r</sup> in th<sup>e</sup> same yeare as by th<sup>e</sup> s<sup>d</sup> writing here in Court by th<sup>e</sup> s<sup>d</sup> Daniell produced more att large may appeare nevertheless th<sup>e</sup> s<sup>d</sup> Henry his s<sup>d</sup> obligacon little regarding but deviseing & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Daniell of th<sup>e</sup> s<sup>d</sup> sune of 586<sup>lb</sup> of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> sune of 586<sup>lb</sup> of to<sup>b</sup> to th<sup>e</sup> s<sup>d</sup> Daniell hath not satisfied according to his obligacon in th<sup>t</sup> behalfe passed but doth altogether refuse to pay th<sup>e</sup> same whereupon th<sup>e</sup> s<sup>d</sup> Daniell saith he hath loss to th<sup>e</sup> valew of 800 lb of to<sup>b</sup> & thereupon he bringeth his Suite

[p. 129] Whereupon th<sup>e</sup> pl<sup>t</sup> produced th<sup>e</sup> s<sup>d</sup> Henry Moores bill w<sup>ch</sup> th<sup>e</sup> s<sup>d</sup> Moore could not deny to be his Act & Deed It was therefore ordered th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Henry Moore Def<sup>t</sup> pay unto Daniell Johnson Pl<sup>t</sup> th<sup>e</sup> s<sup>d</sup> sune of five hundred eighty six pounds of to<sup>b</sup> w<sup>th</sup> Costs & Chargs of suite or else Execution.

Daniell Johnson Pl<sup>t</sup> came to prosecute th<sup>e</sup> suite by him comēced ag<sup>t</sup> Sam<sup>ll</sup> Fendall

Sam<sup>ll</sup> Fendall Def<sup>t</sup> came also & appeared to defend th<sup>e</sup> suite comēced ag<sup>t</sup> him by Daniell Johnson Whereupon th<sup>e</sup> pl<sup>ts</sup> Declaracon was reade

The s<sup>d</sup> Daniell Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Sam<sup>ll</sup> for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> Sam<sup>ll</sup> by two certaine writings under his hand beareing Date th<sup>e</sup> tenth Day of February 1668 did become bound unto him th<sup>e</sup> s<sup>d</sup> Daniell to d<sup>el</sup> unto him th<sup>e</sup> s<sup>d</sup> Daniell one warr<sup>t</sup> for one hundred Acres of Land in his owne name by th<sup>e</sup> last of Aprill in th<sup>e</sup> same yeare & to pay unto th<sup>e</sup> s<sup>d</sup> Daniell th<sup>e</sup> sune of three hundred & tenn pounds of tobacco never the less th<sup>e</sup> s<sup>d</sup> Sam<sup>ll</sup> his said obligation little regarding but minding & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Daniell of th<sup>e</sup> s<sup>d</sup> Warrant for one hundred Acres of Land & th<sup>e</sup> s<sup>d</sup> sune of three hundred & tenn pounds of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> warr<sup>t</sup> for 100 Acres of Land hath not delivered nor th<sup>e</sup> s<sup>d</sup> sune of 310<sup>lb</sup> of to<sup>b</sup> to th<sup>e</sup> s<sup>d</sup> Daniell hath not yet p<sup>d</sup> According to his obligacon passd as afore<sup>s</sup>d but doth altogether refuse to pay or satisfy th<sup>e</sup> same whereupon th<sup>e</sup> s<sup>d</sup> Daniell saith he is damnified & hath Loss to th<sup>e</sup> Valew of 900<sup>lb</sup> of to<sup>b</sup> whereupon he bringeth his suite



And whereupon Rich<sup>d</sup> Boughton Attu<sup>r</sup> for th<sup>e</sup> Def<sup>t</sup> pleadeth non Assumpsit Whereupon th<sup>e</sup> ensuing bills were produced Liber D

These ingage me Sam<sup>ll</sup> Fendall to deliver unto Daniell Johnson A warrant for one hundred Acres of Land in his owne name by th<sup>e</sup> last of Aprill next witness my hand this 10<sup>th</sup> of Feb<sup>r</sup> 1668

Witness Gerard Fowke Sam<sup>ll</sup> Fendall

Fran: Heydon

These ingage me Sam<sup>ll</sup> Fendall to pay or cause to be pd unto Daniell Johnson or His Assignes upon demand three hundred & tenn pounds of to<sup>b</sup> & cask witness my hand this tenth of Feb<sup>r</sup> 1668

Witness Gerard Fowke Sam<sup>ll</sup> Fendall

Fran: Heydon

Whereupon it was ordered th<sup>t</sup> th<sup>e</sup> sd Def<sup>t</sup> should pay th<sup>e</sup> 310<sup>th</sup> [p. 130] of & to<sup>b</sup> to th<sup>e</sup> pl<sup>t</sup> As alsoe to d<sup>d</sup> to th<sup>e</sup> pl<sup>t</sup> A warr<sup>t</sup> for 100 Acres of Land w<sup>th</sup> Costs & Charges of Suite

For two Daies Attendance..... 60

For Attu<sup>r</sup> Fees..... 60

120

Daniell Johnson came to prosecute th<sup>e</sup> suite by him Com<sup>en</sup>ced ag<sup>t</sup> Sam<sup>ll</sup> Fendall

Sam<sup>ll</sup> Fendall also came & appeared to defend th<sup>e</sup> suite com<sup>en</sup>ced ag<sup>t</sup> him by Daniell Johnson

Daniell Johnson Pl<sup>t</sup> Sam<sup>ll</sup> Fendall Def<sup>t</sup>

In an Ac<sup>c</sup> of Debt.

And whereas th<sup>e</sup> sd Daniell Complaineth ag<sup>t</sup> th<sup>e</sup> sd Sam<sup>ll</sup> for th<sup>t</sup> th<sup>e</sup> sd Sam<sup>ll</sup> by a Certaine writing obligatory under his hand & Seale bearing date th<sup>e</sup> 23<sup>rd</sup> day of March in th<sup>e</sup> xxxvii yeare of th<sup>e</sup> Dominion of Caecilius Annoq<sup>ue</sup> Domini 1668/9 did become bound unto th<sup>e</sup> sd Daniell to pay unto him th<sup>e</sup> sd Daniell th<sup>e</sup> sume of Six hundred pounds of to<sup>b</sup> in Cask in Portoba<sup>c</sup> Creeke upon th<sup>e</sup> tenth of Novem<sup>r</sup> Anno Domi: 1669 As by th<sup>e</sup> sd Writeing here in Court more plainly may appeare never th<sup>e</sup> less th<sup>e</sup> sd Sam<sup>ll</sup> his obligac<sup>on</sup> little regarding but deviseing & fraudulently intending him th<sup>e</sup> sd Daniell of th<sup>e</sup> sd sume of six hundred p<sup>o</sup>ds of tobacco to deceive th<sup>e</sup> sd sume of 600<sup>th</sup> of tobaccoe to him th<sup>e</sup> sd Daniell hath not satisfied according to his obligation in th<sup>t</sup> behalfe passed but doth altogether refuse to paye th<sup>e</sup> same to his th<sup>e</sup> sd Daniels great Loss wherefore he saith he is damnified & hath loss to th<sup>e</sup> valew of 900<sup>th</sup> of to<sup>b</sup> & hereupon he bringeth his suite.

Whereupon th<sup>e</sup> Def<sup>ts</sup> bill was p<sup>ro</sup>duced

This bill bindeth me M<sup>r</sup> Sam<sup>ll</sup> Fendall of Charls County me my heirs Exec<sup>trs</sup> or As<sup>sg</sup>ns to pay or Cause to be pd to Daniell Johnson him his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> or As<sup>sg</sup>ns th<sup>e</sup> full & just quantity of

Liber D six hundred pounds of to<sup>b</sup> in Cask in Port tobacco Creeke on th<sup>e</sup> tenth day of 9<sup>br</sup> next in th<sup>e</sup> yeare 1669 in witness thereof I sett my hand & seale this 23 of March 1668/9 Sam<sup>ll</sup> Fendall ☉  
 Witness William Barton  
 Edw<sup>d</sup> Abbott

Whereupon It was ordered th<sup>e</sup> Def<sup>t</sup> should pay th<sup>e</sup> pl<sup>t</sup> 600<sup>th</sup> of to<sup>b</sup> w<sup>th</sup> Costs & chargs of suite then th<sup>e</sup> pl<sup>t</sup> p<sup>r</sup>sntd this bill of chargs

for 2 daies Attendance.....	60	} 120
for Atturnies Fees.....	60	

[p. 131] Edward Maddock Pl<sup>t</sup> came & appeared to Prosecute th<sup>e</sup> sute by him Comēced ag<sup>t</sup> Edmund Lynsy

Edm<sup>d</sup> Lynsy Def<sup>t</sup> came also & appeared to defend th<sup>e</sup> suite comēced ag<sup>t</sup> him by Edward Maddock

then th<sup>e</sup> pl<sup>ts</sup> Declara<sup>o</sup>n was reade viz:

And whereupon th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> Em<sup>d</sup> on th<sup>e</sup> tenth day of Aug: in th<sup>e</sup> xxxvii yeare of th<sup>e</sup> Dominion of Caecilius 1668 at divers daies & times since had & rec<sup>d</sup> from th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> divers parcells & quantities of medicines & Visits & Attendance am<sup>t</sup>ing to nine hundred & eighty pounds of to<sup>b</sup> by a p<sup>t</sup>icular Acc<sup>t</sup> thereof here in Court exhibited more plainly may appear in Considera<sup>o</sup>n whereof th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> did then Assume upon himself & to th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> did faithfully promise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> th<sup>e</sup> s<sup>d</sup> sume of 980<sup>th</sup> of to<sup>b</sup> to him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> w<sup>a</sup> thereunto required would well & truly satisfy yet never th<sup>e</sup> less th<sup>e</sup> s<sup>d</sup> Edm<sup>d</sup> his s<sup>d</sup> p<sup>m</sup>ise & Assump<sup>o</sup>n little regarding but minding & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> of th<sup>e</sup> s<sup>d</sup> sume of 980<sup>th</sup> of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> sume of 980<sup>th</sup> to him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> hath not p<sup>d</sup> but doth altogether refuse to satisfy th<sup>e</sup> same to his th<sup>e</sup> s<sup>d</sup> Edw<sup>ds</sup> great Damage whereupon he saith he is Damnfied to th<sup>e</sup> Valew of 1200<sup>th</sup> of to<sup>b</sup> and hereupon he bringeth his suite.

The Declara<sup>o</sup>n being reade th<sup>e</sup> pl<sup>t</sup> p<sup>d</sup>uced th<sup>e</sup> ensuing Acc<sup>t</sup>:

Edm <sup>d</sup> Lynsy D <sup>r</sup> Aug <sup>t</sup> th <sup>e</sup> 10 <sup>o</sup> 1668	fb
Imprimis for a powder for yo <sup>r</sup> Children.....	100
A Cordiall for yo <sup>r</sup> sone to take att nights.....	050
It: for 2 playsters for yo <sup>r</sup> Children.....	100
It for 15 pills for yo <sup>r</sup> Children.....	090
It for a Cordiall Julep for yo <sup>r</sup> Children.....	100
It for a Lotion for yo <sup>r</sup> Daughters mouth.....	030
It a purging apozem for yo <sup>r</sup> Wife.....	100
It a Cordiall for yo <sup>r</sup> Children.....	060
It a Cordiall Electuary for yo <sup>r</sup> Wife.....	100
It to five Visits to yo <sup>r</sup> Daughter & son.....	250

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980

The Def<sup>t</sup> had nothing to alleadge ag<sup>t</sup> th<sup>e</sup> Acc<sup>t</sup> Whereupon It was ordered th<sup>e</sup> Def<sup>t</sup> should pay nine hundred & eighty pounds of to<sup>b</sup> w<sup>th</sup> Costs & charges of suite to th<sup>e</sup> Pl<sup>t</sup> & hereupon th<sup>e</sup> Pl<sup>t</sup> prouduced this following bill of Costs w<sup>ch</sup> was Allowed him p<sup>r</sup> th<sup>e</sup> Court

four Daies Attendance..... 120  
Attu<sup>rs</sup> Fees ..... 060

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180

William Smoote pl<sup>t</sup> came to prosecute th<sup>e</sup> suite by him Commenced ag<sup>t</sup> Thom<sup>s</sup> Thorowgood

Thom<sup>s</sup> Thorowgood Def<sup>t</sup> came also & Appeared to def<sup>d</sup> th<sup>e</sup> suite comenced ag<sup>t</sup> him by W<sup>m</sup> Smoote

W<sup>m</sup> Smoot Pl<sup>t</sup> Thom<sup>s</sup> Thorowgood Def<sup>t</sup>

And whereupon th<sup>e</sup> s<sup>d</sup> pl<sup>t</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> did in th<sup>e</sup> xxxvii yeare of th<sup>e</sup> Dominion of Caecilius 1668 agree w<sup>th</sup> & faithfully promise unto th<sup>e</sup> s<sup>d</sup> William th<sup>t</sup> is to say th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Thomas would well & truly teach W<sup>m</sup> Hungerford to write & Cast Acc<sup>ts</sup> in Consideracon whereof th<sup>e</sup> s<sup>d</sup> Willi did pay unto him th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> one boate of foureteene foot by th<sup>e</sup> Keele one Cow & one yearleing Heffer Yet notw<sup>th</sup>standing th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> his s<sup>d</sup> obliga<sup>co</sup>n & agreem<sup>t</sup> little regarding but minding & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Willi of th<sup>e</sup> s<sup>d</sup> boate & Cattle to deceive neither hath performed his s<sup>d</sup> agreem<sup>t</sup> but shortly after goeing out of th<sup>e</sup> Country th<sup>e</sup> s<sup>d</sup> youth negligently did leave untaught & now doth altogether refuse to make him th<sup>e</sup> s<sup>d</sup> William any repara<sup>co</sup>n whereby th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> s<sup>th</sup> he is damnified to th<sup>e</sup> Valew of 2900<sup>lb</sup> of to<sup>b</sup> & thereupon he bringeth his suite

Whereupon th<sup>e</sup> Def<sup>t</sup> replied th<sup>t</sup> th<sup>e</sup> pl<sup>t</sup> never made any bargain w<sup>th</sup> him for to teach th<sup>e</sup> s<sup>d</sup> youth w<sup>th</sup> his mother M<sup>rs</sup> Legatt & th<sup>t</sup> w<sup>a</sup> he was out of th<sup>e</sup> Country M<sup>r</sup> Blakiston did teach th<sup>e</sup> s<sup>d</sup> youth.

And hereupon th<sup>e</sup> Court found noe Cause of Action Therefore It was ordered th<sup>t</sup> a Nonsuite pass ag<sup>t</sup> th<sup>e</sup> Pl<sup>t</sup> w<sup>th</sup> Costs & charges of suite, whereupon th<sup>e</sup> Def<sup>t</sup> prefered this bill of Cost w<sup>ch</sup> was allowed him

3 daies Attendance.....30..... 90  
2 Witness 3 daies aps.....30..... 180  
A nonsuite ..... 050

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320

Rich<sup>d</sup> Dodd Pl<sup>t</sup> Came & appeared to prosecute th<sup>e</sup> suite by him [p. 133] Comenced ag<sup>t</sup> James Hayes

James Hayes Def<sup>t</sup> alsoe came & appeared to def<sup>d</sup> th<sup>e</sup> suite comenced ag<sup>t</sup> him p<sup>r</sup> Rich<sup>d</sup> Dodd

Liber D Rich<sup>d</sup> Dodd Pl<sup>t</sup> James Hayes Def<sup>t</sup>

And whereupon th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> James for th<sup>t</sup> wheras th<sup>e</sup> s<sup>d</sup> James in th<sup>e</sup> month of Apr<sup>r</sup> in th<sup>e</sup> xxxvii yeare of Caecilius 1668 & att severall daies & ti<sup>m</sup>s since had & rec<sup>d</sup> from th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> divers goods & Accomodacons & Attendance am<sup>t</sup>eing to 660<sup>lb</sup> of to<sup>b</sup> in Considera<sup>o</sup>n whereof th<sup>e</sup> s<sup>d</sup> Jam<sup>s</sup> did Assume upon himself & to th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> did p<sup>m</sup>ise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> James th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 660<sup>lb</sup> of to<sup>b</sup> to him th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> w<sup>n</sup> thereunto required would well & truly satisfy & pay Never th<sup>e</sup> less th<sup>e</sup> s<sup>d</sup> James his s<sup>d</sup> promise & Assump<sup>o</sup>n little regarding but deviseing & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> of th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 660<sup>lb</sup> to deceive th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 660<sup>lb</sup> of to<sup>b</sup> hath not p<sup>d</sup> according to his promise to th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> on th<sup>t</sup> behalfe made but doth altogether refuse to pay th<sup>e</sup> same to his th<sup>e</sup> s<sup>d</sup> Rich<sup>ds</sup> great Damage whereupon he saith he is damnified to th<sup>e</sup> Valew of 900<sup>lb</sup> of to<sup>b</sup> & hereupon he bringeth his suite.

Whereupon th<sup>e</sup> Def<sup>t</sup> replied th<sup>t</sup> he had noe Attendance att th<sup>e</sup> pl<sup>ts</sup> house & hereupon th<sup>e</sup> pl<sup>t</sup> requested th<sup>t</sup> Edw<sup>d</sup> Maddock might have his oath given him who was sworne

Edw<sup>d</sup> Maddock aged 22 or 23 years sworne & saith th<sup>t</sup> to his knowledge th<sup>e</sup> Def<sup>t</sup> was very dangerously att th<sup>e</sup> pl<sup>ts</sup> house a fourtenight or three weeks & th<sup>t</sup> th<sup>e</sup> pl<sup>t</sup> had a great deale of trouble w<sup>th</sup> th<sup>e</sup> Def<sup>t</sup> dureing th<sup>t</sup> time

Jn<sup>o</sup> Kimbrow aged 29 years or therabouts sworne & saith th<sup>t</sup> one day w<sup>n</sup> he was going to work att Rob<sup>t</sup> Clearks he called att M<sup>r</sup> Lomax his house where he se James Hayes & he s<sup>d</sup> James yo<sup>u</sup> are very ill & he answered I wish th<sup>t</sup> Goody Dodd or some would come to him & I answered I would Indeavoure to get her to come & w<sup>th</sup>in two or three daies he came to Rich<sup>d</sup> Dodds him self but further saith not

whereupon th<sup>e</sup> pl<sup>t</sup> & Mary his Wife p<sup>d</sup>uced an Acc<sup>t</sup> w<sup>ch</sup> th<sup>e</sup> Def<sup>t</sup> denied but never th<sup>e</sup> less he told th<sup>e</sup> Court if th<sup>e</sup> Pl<sup>t</sup> & his Wife would sweare to th<sup>e</sup> ensueing Acc<sup>t</sup> he would pay them th<sup>e</sup> Acc<sup>t</sup> whereupon they were sworne & say th<sup>t</sup> it is a true acc<sup>t</sup> & th<sup>t</sup> they never rec<sup>d</sup> any satisfa<sup>o</sup>n

[p. 134]	James Hayes Dr <sup>r</sup> June 1668	lb
	Imp <sup>r</sup> for Attendance in two fits of sickness.....	400
	It for two gallans of Brandy.....	100
	It for washing & makeing of Linen.....	160
		<u>660</u>

Whereupon It was ordered th<sup>t</sup> th<sup>e</sup> def<sup>t</sup> pay th<sup>e</sup> pl<sup>t</sup> 660<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs & Chargs of suite

The pl<sup>t</sup> alsoe preferred this bill of Costs w<sup>ch</sup> was allowed him

Attendance 3 daies.....	90
Attornies Fees '.....	<u>60</u>

150

John Helmes as marrying th<sup>e</sup> Widdow of John Mills came & ap- Liber D  
 peared to prosecute th<sup>e</sup> suite by him comēced ag<sup>t</sup> Rich<sup>d</sup> Roe

Rich<sup>d</sup> Roe Def<sup>t</sup> came alsoe & Appeared to def<sup>d</sup> th<sup>e</sup> suite comēced ag<sup>t</sup> him by John Helmes

Whereupon Raiph Coats Attu<sup>r</sup> for th<sup>e</sup> pl<sup>t</sup> p<sup>r</sup>duced th<sup>e</sup> Declar: & then th<sup>e</sup> Def<sup>t</sup> desired a Veiwe of John Helmes Lett<sup>r</sup> of Administra-  
 cōn w<sup>ch</sup> could not be p<sup>r</sup>duced & hereupon th<sup>e</sup> Court granted th<sup>e</sup> Def<sup>t</sup> a nonsuite w<sup>th</sup> Costs & charges of suite

for 1 daies Attendance.....	30
Non suite .....	50
	80

Maverill Hulst came to prosecute th<sup>e</sup> sute by him Comēced ag<sup>t</sup> Walter Beane John Boules & John Courts Adm<sup>trs</sup> of th<sup>e</sup> goods & Chattles of Thom<sup>s</sup> Bull Lately dec<sup>d</sup>

Walter Beane & John Boules & John Courts came & appeared to def<sup>d</sup> th<sup>e</sup> sute ag<sup>t</sup> them Comēced by Maverill Hulst

The pl<sup>t</sup> pretended th<sup>t</sup> John Courts promised upon his being arrested to Confess Judgm<sup>t</sup> for 600<sup>lb</sup> of to<sup>b</sup> w<sup>ch</sup> th<sup>e</sup> s<sup>d</sup> Bull dec<sup>d</sup> promised th<sup>e</sup> pl<sup>t</sup> for makeing his will & perfecting his bookes but th<sup>e</sup> Def<sup>t</sup> made appear th<sup>t</sup> he owed soe much to th<sup>e</sup> estate of th<sup>e</sup> s<sup>d</sup> Bull dec<sup>d</sup> & w<sup>ch</sup> as yet remained un<sup>p</sup>d soe th<sup>t</sup> he haveing the to<sup>b</sup> in his owne hands they thought he had noe cause of Ac<sup>c</sup>:

Whereupon they craved a nonsuite w<sup>ch</sup> was granted & they alsoe [p. 135] preferred this bill of Costs w<sup>ch</sup> was allow'd

for 3 daies Attendance att 30.....	90
Atturries Fees .....	60
Nonsuite .....	50
	200

Thomas Hussey pl<sup>t</sup> came to prosecute th<sup>e</sup> suite comēced by him ag<sup>t</sup> Geo: Thompson

Geo: Thompson Def<sup>t</sup> came alsoe & appeared to def<sup>d</sup> th<sup>e</sup> suite comēced ag<sup>t</sup> him by Thom<sup>s</sup> Hussey

Thom<sup>s</sup> Hussey Pl<sup>t</sup> Geo: Thompson Def<sup>t</sup>

And whereupon th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> George for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> George by a certaine writing und<sup>r</sup> th<sup>e</sup> s<sup>d</sup> Georges hand beareing date th<sup>e</sup> 31 of x<sup>hr</sup> in th<sup>e</sup> yeare of our Lord 1668 did become bound unto th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Hussey th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Geo: would pay unto Wifli Marshall for th<sup>e</sup> use of th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> th<sup>e</sup> su<sup>m</sup>e of 337<sup>lb</sup> of to<sup>b</sup> as by th<sup>e</sup> s<sup>d</sup> writeing here in Court by th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> produced more att large may appeare never th<sup>e</sup> less th<sup>e</sup> s<sup>d</sup> George his obliga<sup>c</sup>on little regarding but devisely & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> of th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 337<sup>lb</sup> of to<sup>b</sup> to deceive th<sup>e</sup> s<sup>d</sup> su<sup>m</sup>e of 337<sup>lb</sup> of to<sup>b</sup> to th<sup>e</sup> s<sup>d</sup> Wifli Marshall hath not p<sup>d</sup> according to his s<sup>d</sup> obliga<sup>c</sup>on to him in th<sup>t</sup> behalfe made but doth

Liber D altogether refuse to pay th<sup>e</sup> same whereupon th<sup>e</sup> sd Thom<sup>s</sup> saith he is Damnfied & hath loss to th<sup>e</sup> Valew of 500<sup>th</sup> of to<sup>b</sup> & thereupon he bringeth his suite.

Then th<sup>e</sup> pl<sup>t</sup> produced this ensuing bill

Upon th<sup>e</sup> ballance of all Acc<sup>ts</sup> betweene M<sup>r</sup> Thom<sup>s</sup> Hussey & me George Thompson I th<sup>e</sup> sd Thompson doe hereby oblige myself to pay unto M<sup>r</sup> W<sup>m</sup> Marshall th<sup>e</sup> sūme of 337<sup>th</sup> of to<sup>b</sup> being th<sup>e</sup> remainder of 2000<sup>th</sup> of to<sup>b</sup> as witness this my hand this 31 of Decem<sup>r</sup> 1666  
Geo Thompson

Witness W<sup>m</sup> Price

W<sup>m</sup> Nevill

W<sup>m</sup> Marshall aged 75 years or therabouts sworne & saith he never rec<sup>d</sup> any to<sup>b</sup> of th<sup>e</sup> Def<sup>t</sup> upon th<sup>e</sup> acc<sup>t</sup> of th<sup>e</sup> pl<sup>t</sup>: Whereupon It was ordered th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> pay 337 of to<sup>b</sup> unto th<sup>e</sup> pl<sup>t</sup> w<sup>th</sup> Costs of suite

for M<sup>rs</sup> Hussy & Marshall 5 daies attendance 30. . . . . 150

[p. 136] The Court is Adjourned till seven of th<sup>e</sup> Clock on th<sup>e</sup> morrow morning

Att A Court held for th<sup>e</sup> L<sup>d</sup> Proprieta<sup>ry</sup> in Charls County on th<sup>e</sup> ninth of March 1669/70  
p<sup>r</sup>snt Commission<sup>rs</sup>

M <sup>r</sup> Henry Adams	M <sup>r</sup> Joseph Harrison
M <sup>r</sup> Tho: Mathews	M <sup>r</sup> Humph Warren
M <sup>r</sup> James Lendsy	M <sup>r</sup> Zach Wade

The Court orders a Continuance of these ensuing Attachm<sup>ts</sup>:  
Thom<sup>s</sup> Gregs his Attachm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> Goods of W<sup>m</sup> Storke  
W<sup>m</sup> Brittons Attachm<sup>t</sup> ag<sup>t</sup> a serv<sup>t</sup> of Antho: Bridges  
Benja: Rozer Attachm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> goods & to<sup>b</sup> of Edw<sup>d</sup> Pow'll  
W<sup>m</sup> Marshall Attachm<sup>t</sup> ver to<sup>b</sup> of Tho: Ottoway & W<sup>m</sup> Shrievs  
Rich<sup>d</sup> Morrice Attachm<sup>t</sup> ver Tho: Ottoway  
Peter Roberts an Attachm<sup>t</sup> ver Ditto  
Clem<sup>t</sup> Theobalds Attachm<sup>t</sup> ver W<sup>m</sup> Jamies  
Thom<sup>s</sup> Corker Attachm<sup>t</sup> ver W<sup>m</sup> James  
Daniell Johnson Attachm<sup>t</sup> ver W<sup>m</sup> James

M<sup>r</sup> Robert Sly came & appeared to prosecute th<sup>e</sup> suite Comenced by him ag<sup>t</sup> M<sup>r</sup> John Allen as Adm<sup>tr</sup> of th<sup>e</sup> Goods & Chattles of M<sup>r</sup> John Hitchison

M<sup>r</sup> Jn<sup>o</sup> Allen did not appeare whereupon th<sup>e</sup> pl<sup>t</sup> obtained an order ag<sup>t</sup> th<sup>e</sup> sheriffe vizt That th<sup>e</sup> Sheriffe either cause M<sup>r</sup> Allen to appeare next Court or to pay th<sup>e</sup> Debts th<sup>t</sup> are made to appeare Due from M<sup>r</sup> Hitchison to M<sup>r</sup> Sly

Cap<sup>t</sup> James Neale came & appeared to prosecute th<sup>e</sup> suite by him Liber D  
Commenced ag<sup>t</sup> John Charls Jonhn Decrevere & Melchor Kirkman

John Charls John Decreveir Melchor Kirkman Def<sup>ts</sup> came also & [p. 137]  
appeared to def<sup>d</sup> th<sup>e</sup> suite Comēced ag<sup>t</sup> them by Cap<sup>t</sup> James Neale.

And whereupon th<sup>e</sup> s<sup>d</sup> James Neale complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John  
Charls John Decrever & Melchor Kirkman for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup>  
John Charls Jn<sup>o</sup> Decrevere Melchor Kirkman had formerly beene  
serv<sup>ts</sup> unto th<sup>e</sup> s<sup>d</sup> James Neale & dureing th<sup>e</sup> time of their servitude  
did kill & eate severall of their Mast<sup>rs</sup> hoggs w<sup>th</sup>out his licence or  
Consent but more especially about Sept<sup>r</sup> 1668 & att divers & sundry  
ti<sup>ms</sup> since th<sup>e</sup> s<sup>d</sup> John Charls Jn<sup>o</sup> Decrevere & Melchor Kirkman did  
kill & eate severall hogs of th<sup>e</sup> s<sup>d</sup> Jam<sup>s</sup> Neales w<sup>th</sup>out his th<sup>e</sup> s<sup>d</sup>  
Neals Consent or knowledge & th<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Charls Jn<sup>o</sup> Decrevere &  
Melchor Kirkman did att divers & sundry ti<sup>ms</sup> privately open a  
doore of an house where th<sup>e</sup> s<sup>d</sup> Jam<sup>s</sup> Neale had laid a quantity of  
Wines & they th<sup>e</sup> s<sup>d</sup> John Charls John Decrevere & Melch<sup>r</sup> Kirkman  
did drink att pleasure & carry away of th<sup>e</sup> s<sup>d</sup> Wines a great quantity  
& other enormities th<sup>e</sup> s<sup>d</sup> John Charls John Decrevere & Melchor  
Kirkman to him th<sup>e</sup> s<sup>d</sup> Jam<sup>s</sup> Neale did doe Contrary to th<sup>e</sup> peace of  
th<sup>e</sup> L<sup>d</sup> proprietar of this province wherefore he desireth to be re-  
leived according to th<sup>e</sup> lawes of th<sup>e</sup> Province in th<sup>t</sup> case made &  
provided

Rich<sup>d</sup> Boughton Attur<sup>n</sup> for th<sup>e</sup> Def<sup>ts</sup> cometh to defend th<sup>e</sup> force  
& injury w<sup>n</sup> &c & saith they are noe waies Guilty of th<sup>e</sup> trespasses in  
th<sup>e</sup> Decla<sup>r</sup> specified and of this he puts himself on th<sup>e</sup> Country

Rich<sup>d</sup> Boughton

And th<sup>e</sup> s<sup>d</sup> James Likewise

Whereupon there was a jury impannelled who returned this en-  
sueing Verdict

The Jury doe find for th<sup>e</sup> Pl<sup>t</sup> & doe judge according to Evidence  
th<sup>t</sup> th<sup>e</sup> pl<sup>t</sup> is damnified to th<sup>e</sup> vallue of two hundred twenty five  
pounds of tobacco there being according to Evidence at least twelve  
trespasses in this Case & th<sup>e</sup> Def<sup>ts</sup> not being Guilty of any more then  
four hogs which were killed in th<sup>e</sup> time of their service the re-  
mainder being killed since they came away.

Whereupon this bill of Costs was p<sup>r</sup>sntd to th<sup>e</sup> Court w<sup>ch</sup> was  
allowed the pl<sup>t</sup>:

To four daies Attendance of Cap <sup>t</sup> James Neales att 30:	120
To four daies attendance of 3 Evidences att.....30:	360
To Attu <sup>r</sup> Fees.....	060
To th <sup>e</sup> sheriffe for a Jury.....	120

fb to<sup>b</sup>: 660

The Deposition of John Muschamp serv<sup>t</sup> unto Cap<sup>t</sup> James Neale [p. 138]  
Esq<sup>r</sup> aged twenty years or there abouts being sworne saith

- Liber D That about Septem<sup>r</sup> last was a twelve month Thom<sup>s</sup> Miller & Melchor Kirkman killed one of his Masters hoggs and John Charls dressed it & goeing over the river with John Decreveire and Thom<sup>s</sup> Theefe Carried a quarter of it w<sup>th</sup> them & at their returne some of it being found in th<sup>e</sup> boate John Decrevere & John Charls said there were Runnawaies upon Fosters Iland eatinge A Hogg that gave them that peece to eate About eight weekes after this Deponent being sent by his Master to fetch in an Horse comeing backe by th<sup>e</sup> Quarter did find Thom<sup>s</sup> Miller and Obidiah Penock a dressing a black barrow att the doore of th<sup>e</sup> said Quarter most of th<sup>e</sup> servants being within th<sup>e</sup> said Quarter And about fifeteene Daies after Garrett FitsGarrett Thomas Miller & Melchor Kirkman did goe to th<sup>e</sup> hogg penn and killed a barrow of the Deponents Masters and brought into the said Quarter all the rest of th<sup>e</sup> servants being there
- [p. 139] And they drest it and eate it About a month or three weekes after this Deponent being sent to M<sup>r</sup> James Walkers att his returne next day saw th<sup>e</sup> Legg of A shoate and John Decrevere eatinge parte of it And this Deponent further saith that shortly after John Decreveire being Intrusted by the Deponents Master with the key of the Corne Loafte gave it to Melliky Kirkman to fetch Corne with which said Key the said Kirkman opened A Doore where was a Quantity of Wines Laid John Decreveire watching Att that time towards the dwelling house that none might Discover them soe they
- [p. 140] called the rest of the servants in to th<sup>e</sup> Wine house and drank As much Wine as they pleased And the Deponent saith they Carried with them up to the Quarter two or three pales full of Wine every weeke for three weekes att Least the paile Containeing two or three Gallons And the Deponent saith this Wine was Drunk att the said Quarter Amongst the Servants And this Deponent saith further that at Severall times hee saw Joynts of hogges flesh att the sd Quarter
- [p. 141] which to his Knowledge his Master Did not allow them the Said Servants And this said Deponent saith that the last Sunday he goeing w<sup>th</sup> the Servants and Roger Armstrong by the side of his Masters Plantation seing some hoggs said they were brave hoggs lett us kill one but th<sup>e</sup> sd Deponent denying his Consent they forebore killing any att that time but about three daies after this Deponent saith goeing to a new forty foote house built on th<sup>e</sup> said Plantation hee found Roger Armstrong Garrett FitsGarrett & Jasper dressing a large barrow of his Masters And the Deponent
- [p. 142] saith th<sup>t</sup> severall times Garrett FitsGarrett threatned to Stabb or knock his braines out if he did make known unto his Master what they had done after this this Deponent being sent for to his Masters house and stayeing all night & next Day returneing to th<sup>e</sup> plantacon formerly James bowlings did there find upon th<sup>e</sup> uppermost ranges of a tobaccoe house hoggs flesh salted in a tubb And the sd Deponent
- [p. 143] saith he saw Roger Armstrong and Garrett FitsGarrett with th<sup>e</sup> rest of the Servants eatinge of fresh Pork porke roasted



at th<sup>e</sup> said new Tobaccoc house This Deponent further saith he Liber D  
saw after this Derick Tunason & Obidiah Penock bring in An hogg  
to the said Tobaccoc house of his said Masters marke And this  
Deponent saith th<sup>t</sup> he did here his Masters servants say that they  
had killed severall of their Masters hoggs in th<sup>e</sup> woods & eate them  
but further saith not John Muschamp

February 3<sup>rd</sup> 1669

Juratus coram me

Henry Adames

The Deposition of Obediah Pennock aged thirty three years or [p. 144]  
thereabouts sworne & Saith

That about a fortnight before Christmas last past John Decre-  
veire Overseer of the hands of Cap<sup>t</sup> James Neale did with the As-  
sistance of Melchor Kirkman make use of a key which belonged to  
the Corne house of the said James Neale open & unlockt the house  
wherin th<sup>e</sup> said Neale had lodged Certaine Pipes Barrells and Hoggs-  
heads of Wine and there Did enter and carry away a Quantity  
thereof likewise inviteing and encourageing All th<sup>e</sup> servants of th<sup>e</sup> [p. 145]  
said Neale to doe th<sup>e</sup> same sweareing of them each in particular to  
conceale th<sup>e</sup> fact and this they Continued doing for severall  
nights together the parties that did enter to draw th<sup>e</sup> Wine are  
as follow Imp<sup>r</sup> John Decreveire him self who some times went in  
and when hee did not enter used to stand and watch by the Orchard  
gate of the sd Neales to see th<sup>t</sup> none Came from th<sup>e</sup> dwelling to  
discover them the next and cheifest was Melchor Kirkman then  
Gerard FitsGerard Thomas Kiffy Thom Miller John Smith Chris-  
topher Enibuson Derick Enibuson Andreas Peterson & Jasper Elieson  
and that these servants Did kill in the woodes and secretly Carry [p. 146]  
and brought home and eat Unknown and without th<sup>e</sup> Permission of  
their said Master one hogg & one Shoate, what marke these hoggs  
had this Deponent knoweth not and further cannot say

Examined & Sworne before me

Obidiah Pennuck

this 2<sup>nd</sup> of Februa<sup>r</sup> 1668

Jerome White

The Deposition of Thomas Miller Aged twenty and five years or [p. 147]  
thereabouts sworne & Saith

That about a fortnight before Christmas last past John Decre-  
veire overseer of the hands of Captaine James Neale did w<sup>th</sup> the  
Assistance of Melchor Kirkman make use of A Key which belonged  
to the Corne house of Cap<sup>t</sup> James Neale and did open and unlock  
the house wherein the said Neale had lodged Certaine Pipes barrells  
and hoggsheads of Wine Inviteing and encourageing all the rest of  
the Servants of the said Neale To doe the same this they Continued [p. 148]  
doing for severall nights together the names of the parties that  
were Conferates in this fact were As follow Imprimis John De  
Creveire himself who as this Deponent was informed did enter and

Liber D sometimes watched to see that none came to discover them the next was Melchor Kirkman Jerard FitsGerard Thomas Skiff John Smith Christo<sup>r</sup> Enibuson Derick Enibuson Andreas Peterson and Jasper  
 [p. 149] Elieson and further this Deponent saith that these servants had told him that they had brought home and eate with out the knowledge or permission of their said Master one hogg and one shoate but what marke they had this Deponent knoweth not and further cannot say

Tho: 2 Miller  
 his marke

Examined and Sworne before  
 me this Day the second of  
 February Anno Domini 1668  
 Jerome White

[p. 150] Daniell Johnson Pl<sup>t</sup> came to prosecute the suite by him Commenced ag<sup>t</sup> John Barnes

John Barnes Came also & appeared to def<sup>d</sup> the suite Commenced ag<sup>t</sup> him by Daniell Johnson

Whereupon the p<sup>lts</sup> Declaracon was reade vizt [*blank space follows*]

The Def<sup>d</sup> saies he is not guilty of tresspass specified in th<sup>e</sup> Declaration & of this he puts himself on th<sup>e</sup> Country & the sd Pl<sup>t</sup> likewise Whereupon there was a jury impanelled who retired

Mary Wheeler aged forty years sworne & saith th<sup>t</sup> th<sup>t</sup> yeare my husband went th<sup>e</sup> march my husband owed Daniell Johnson an hhd of tobacco & I was weeding of a tobacco bed w<sup>n</sup> Daniell Johnson came & asked me if there was any tobacco ready & I told him I would give him notice w<sup>n</sup> there was any ready & I follow'd th<sup>e</sup> Cart as fast as I could & I meett M<sup>r</sup> Barns who sd he had order from Daniell Johnson to rec<sup>e</sup> an hhd of tob & he rec<sup>d</sup> & Marked & weighed itt & further saith not

[p. 151] John Paine aged thirty four years sworne & saith That M<sup>rs</sup> Wheeler came to my house to demand an hhd of tob for Daniell Johnson & it came onweigh'd or marked in a Cart & M<sup>r</sup> Barns sd he had an ord<sup>r</sup> for it & he weigh'd it & gave a receipt for itt & M<sup>r</sup> Barns said after he had weighd itt Neighbo<sup>r</sup> Paine will yo<sup>n</sup> let me have rome for it till I can send for it & there came Daniell Johnson in a short time after & scartched Barns mark out & I was coming from th<sup>e</sup> water side & I mett him & he told me th<sup>t</sup> he had put out that mark & marked it w<sup>th</sup> his owne w<sup>th</sup> a Vengeance & he bid me not tdd it to Barnes for he owed him not soe much & th<sup>t</sup> he ordered it for another Marchant & M<sup>r</sup> Barns came w<sup>n</sup> I was not att home & tooke it away & I went after him to W<sup>m</sup> Simpsons & told him M<sup>r</sup> Johnson ordered me to keep it & I tooke my Canow & went & acquainted M<sup>r</sup> Johnson w<sup>th</sup> itt & he asked me where th<sup>e</sup> Constable did live & I told him I knew not & further saith not.

Francis Adams aged twenty five or twenty six yeares sworne & saith th<sup>t</sup> there was an hhd of tob intended for Dani: Johnson

unweighed & unreceived & th<sup>t</sup> it was put into th<sup>e</sup> Cart but th<sup>t</sup> I know not w<sup>t</sup> came of th<sup>e</sup> h<sup>nd</sup> but afterwards goeing downe to Goodman Paines w<sup>th</sup> Dani: Johnson there was an h<sup>nd</sup> of tob<sup>o</sup> w<sup>th</sup> M<sup>r</sup> Barnes mark & he scarted it out but whether th<sup>t</sup> was th<sup>e</sup> h<sup>nd</sup> or noe I know not & further saith not

The Jury returne their Verdict according to the Evidence & they find for th<sup>e</sup> Def<sup>t</sup> whereupon he Produced this ensuein Acc<sup>t</sup>

Dani: Johnson D <sup>r</sup>	tb
To 1 servant maide called Priscilla Draper.....	2000
p Contra C <sup>r</sup>	
p Step: Mountague .....	678
p Gerard Fowke .....	195
p Tho: Baker .....	538
p John Wheeler .....	381
p ballance due to me.....	208

Whereupon he also produced this bill of Costs w<sup>ch</sup> were allowed [p. 152] him

To the Jury.....	120
To Attu <sup>r</sup> Fees.....	060
To Attendance .....	060
To an Nonsuite.....	050
To 3 subpoenas.....	030
To 3 persons subp <sup>d</sup> each two dais.....	000
Att 30 p day.....	180
	<hr/>
	500

Humph<sup>r</sup> Warren came to prosecute th<sup>e</sup> sute by him Comenced ag<sup>t</sup> John Hatch & Rob<sup>t</sup> Rowland Adm<sup>trs</sup> of Francis Bullock

John Hatch & Rob<sup>t</sup> Rowland came to def<sup>d</sup> th<sup>e</sup> sute Comenced ag<sup>t</sup> them by Humph Warren.

Whereupon th<sup>e</sup> Plts Declaracon was reade vizt: [blank space follows.]

Th pl<sup>t</sup> produced this bond

[p. 153]

This obligeth me Francis Bullock his heirs Exec<sup>trs</sup> And Assignes to pay or cause to be pd unto Humph: Warren his heirs Exec<sup>trs</sup> or order the full & just sume of two thousand two hundred pounds of good sound tobacco in Cask upon all Demands w<sup>th</sup>in th<sup>e</sup> space of forty Daies in some Convenient place in Potomack river w<sup>th</sup>in halfe a mile of th<sup>e</sup> water side in Considera<sup>on</sup> of a maide serv<sup>t</sup> called Wenifrett bought of th<sup>e</sup> said Warren in witness of which th<sup>e</sup> sd M<sup>r</sup> Bullock hath hereunto sett his hand & seale this 26 of Feb<sup>r</sup> 1668  
Signed Sealed & Delivered Fran Bullock ☉

in p<sup>r</sup>sence of Us

Thom<sup>s</sup> Thorowgood Juni<sup>r</sup>

Thom<sup>s</sup> Cheeke

Liber D Upon th<sup>e</sup> back of which was indorsed this receipt Rec<sup>d</sup> in parte of th<sup>e</sup> w<sup>th</sup>in mencioned bond 3 h<sup>nds</sup> of to<sup>b</sup> w<sup>t</sup> n<sup>t</sup> fifeteen hundred & sixty five by me Humph: Warren

Edw<sup>d</sup> Maddock sworne & saith th<sup>t</sup> there was 1500<sup>th</sup> of to<sup>b</sup> att M<sup>r</sup> Rich: Fowkes & th<sup>t</sup> he gave a bill for 500<sup>th</sup> of to<sup>b</sup> to M<sup>r</sup> England w<sup>ch</sup> as yett remaines unpd & th<sup>t</sup> note I gave to M<sup>r</sup> Warren M<sup>r</sup> England gave it me againe & further saith not

Whereupon it was ordered th<sup>t</sup> th<sup>e</sup> pl<sup>t</sup> have Exe<sup>c</sup>on for soe much as remaines due w<sup>ch</sup> is 635<sup>th</sup> of to<sup>b</sup> w<sup>th</sup> Costs of sute whereupon th<sup>e</sup> Pl<sup>t</sup> offered this bill of Costs w<sup>ch</sup> was allowed

Comeing & Attendance & goeing 3 daies . . . . .	90
Attorney Fees . . . . .	60
	<hr/>
	150

[p. 154] Att A Court held for th<sup>e</sup> Lord Proprietary in Charls County the second Tuesday in June Being th<sup>e</sup> fourteenth day of th<sup>t</sup> Month 1670

p<sup>r</sup>snt Comissioners

M <sup>r</sup> Henry Adams	M <sup>r</sup> Zach: Wade
M <sup>r</sup> Thom <sup>s</sup> Mathews	M <sup>r</sup> Joseph Harrison
M <sup>r</sup> James Lendsy	M <sup>r</sup> Humph: Warren

M<sup>r</sup> Rozer p<sup>r</sup>snts two servants to be judged

Joseph Holton who is judged twenty two years

Thom<sup>s</sup> Hill who is judged sixteen years old

Jn<sup>o</sup> Courts p<sup>r</sup>snts John Jeffs who is judged 13 years old

John Okeane p<sup>r</sup>snts Hendrick Cornute who is judged to twenty years old

Thom<sup>s</sup> Allanson p<sup>r</sup>snts for M<sup>r</sup> Prouce John Benson who is judged to be 11 years old

M<sup>r</sup> Robert Sly Came to prosecute th<sup>e</sup> suite he Commenced ag<sup>t</sup> John Allen Adm<sup>tr</sup> of th<sup>e</sup> Goods & Chattles of John Hitchison Deceased

M<sup>r</sup>Rozer Attu<sup>r</sup> for M<sup>r</sup> John Allen appeared to def<sup>d</sup> th<sup>e</sup> suite Comenced ag<sup>t</sup> his Client by M<sup>r</sup> Robert Sly

Whereupon th<sup>e</sup> Pl<sup>t</sup> Declara<sup>c</sup>on was read

Rob<sup>t</sup> Sly Pl<sup>t</sup>

John Allen Adm<sup>trs</sup> of th<sup>e</sup> Goods & Chattles of Jn<sup>o</sup> Hitchison Dec<sup>d</sup> Def<sup>t</sup>.

[p. 155] Robert Sly complaineth ag<sup>t</sup> John Allen Administrator of th<sup>e</sup> Goods & Chattles of John Hitchison Deceased of a plea th<sup>t</sup> he yeeld unto him fifeteene hundred twenty three pounds of Good Sound well Conditioned tobaccoe in Cask which he unjustly detaineth for that whereas the sd John Hitchison in his life time this first day of

May Anno Domini 1668 by A certaine writeing obligatory granted him self to be bound to the said Robert Slye in the Just Quantity of fifeteen hundred twenty three pounds of Good sound well Conditioned tobaccoe in Cask to be pd in Port tobacco Creeke the tenth of Octo<sup>r</sup> which should be in th<sup>e</sup> yeare 1668 yet the aforesaid John in his life time nor the said John Allen since the Death of the sd John Hitchison although often thereunto required the aforesaid sume of fifeteene hundred twenty three pounds of tobaccoe hath not rendred but th<sup>e</sup> same to render To him th<sup>e</sup> said Robert doth deny & unjustly deteine whereupon he saith he is damnified & hath loss to the Valew of two thousand five hundred pounds of tobaccoe & thereupon he bringeth his suite & bringeth here in Court th<sup>e</sup> writing afore sd which th<sup>e</sup> Debt afore said in forme afore said doth testify the date of which is the day & yeare aforesaid

Liber D

[p. 156]

Whereupon this ensueing bill was produced

This bill bindeth me John Hitchinson of Charles County in the Province of Maryland my Exec<sup>trs</sup> & Administ<sup>rs</sup> to pay unto Rob<sup>t</sup> Sly of St Maries County to his heirs Exec<sup>trs</sup> Adm<sup>rs</sup> or Assignes th<sup>e</sup> full & Just quantity of fifeteene hundred twenty three pounds of good sound well Conditioned tobaccoe & Cask cleare of Ground leaves or seconds payable Conveniently to Content in Port tobacco Creeke in October next after th<sup>e</sup> Date as witness my hand & seale May the first 1668

[p. 157]

John Hitchinson ☉

Witness William Barton }  
Rich<sup>d</sup> Vvyatt }

Whereupon th<sup>e</sup> pl<sup>t</sup> had an order of Court granted him ag<sup>t</sup> the Estate of M<sup>r</sup> John Allen in the hands of M<sup>r</sup> Rozer for one thousand five hundred twenty three pounds of tobaccoe w<sup>th</sup> Costs & charges of Suite.

M<sup>r</sup> Robert Sly pl<sup>t</sup>

John Allen Administrat<sup>r</sup> of th<sup>e</sup> Goods & Chattles of John Hitchinson Def<sup>t</sup> in a plea of trespass upon th<sup>e</sup> Case

Rob<sup>t</sup> Sly complaineth ag<sup>t</sup> John Allen Administrato<sup>r</sup> of the Goods and Chattles of John Hitchinson deceased for that whereas the said John Hitchinson in his life time vizt: the sixth day of June 1668 had of the said Robert diverse and sundry Goods and Merchantdizes as one Quarter Cask of Wine & sixty one pounds of Sugar amounting both to th<sup>e</sup> Valew of seven hundred and fourteene pounds of tobaccoe w<sup>ch</sup> were delivered to one John Cooper p<sup>r</sup> the said Hitchinsons order and upon th<sup>e</sup> third day of June 1668 th<sup>e</sup> said John Hitchinson had of th<sup>e</sup> said Robert forty two pounds of White Biscake att eighty four pounds of tobaccoe two paire of tanned leather Gloves att twenty eight pounds of tobaccoe & fifeteene skeans of silke att fifeteene pounds of tobaccoe all w<sup>ch</sup> amounts to in the whole eight hundred fourty one pounds of tobaccoe w<sup>ch</sup> said sume of eight hun-

[p. 158]

Liber D dred forty one pounds of tobaccoe th<sup>e</sup> sd John Hitchinson in his  
 [p. 159] life time did assume upon him self and to the sd Robert did faith-  
 fully promise to pay not w<sup>th</sup> standing th<sup>e</sup> said John Hitchinson in his  
 Life time th<sup>e</sup> said sume of 841 lb of tobaccoe nor th<sup>e</sup> sd John Allen  
 to whome Administracon of all and Singular th<sup>e</sup> Goods & Chattles  
 of th<sup>e</sup> said Hitchinson were Committed since his death hath not  
 satisfied though often thereunto required but doth altogether refuse  
 to pay th<sup>e</sup> same to th<sup>e</sup> great Damage of him th<sup>e</sup> said Robert where-  
 upon he saith he hath loss to the Valew of twelve hundred pounds  
 of to<sup>b</sup> & thereupon he bringeth his suite.

Whereupon this ensueing bill was produced  
 M<sup>r</sup> Sly

S<sup>r</sup> pray send me by this bearer M<sup>r</sup> John Cooper this box of sugar  
 and charge it to his Acc<sup>t</sup> who is yo<sup>rs</sup> to Comand

June th<sup>e</sup> 5<sup>o</sup> 1668

John Hitchinson

Pray if he hath occasion for any thing else let him have & charge  
 it to my Accompt

Rec<sup>d</sup> this sixth of June 1668 of Robert Sly one quarter Cask of  
 wine & sixty one pounds of sugar being both to th<sup>e</sup> Valew of seaven  
 hundred & fourteene lb of to<sup>b</sup> & Cask upon th<sup>e</sup> Acc<sup>t</sup> of M<sup>r</sup> John  
 Hitchinson as witness my hand

John Cooper

[p. 160] Rec<sup>d</sup> of M<sup>r</sup> Robert Sly forty two pounds of Biscake & two paire  
 of tanned Leather Gloves & fifeteene skeans of silke I say rec<sup>d</sup> p  
 me this 3<sup>rd</sup> of June 1668

John Hitchinson

Whereupon It was ordered th<sup>e</sup> pl<sup>t</sup> should have judgm<sup>t</sup> granted  
 him ag<sup>t</sup> th<sup>e</sup> Estate of M<sup>r</sup> John Allen in th<sup>e</sup> hands of M<sup>r</sup> Benja : Rozer  
 for eight hundred forty one pounds of tobacco & Caske w<sup>th</sup> Costs  
 and Charges of suite.

John Hatch & Rob<sup>t</sup> Rowland Adm<sup>trs</sup> of Francis Bullock Pl<sup>ts</sup>  
 Henry Bonner Def<sup>t</sup> in an ac<sup>c</sup> of Debt.

[p. 161] Whereupon th<sup>e</sup> sd John and Robert Complaineth against the said  
 Henry for that whereas the said Henry by A Certaine obligation  
 under his hand and seale beareing date the twenty seventh day of  
 Aprill in th<sup>e</sup> yeare of our Lord 1669 did become bound unto the  
 said Francis Bullock in the sume of two thousand three hundred  
 poundes of tobaccoe and Cask to be paid the tenth day of October  
 in the same yeare as by the said writeing here in Court by the  
 said John Hatch and Robert Rowland produced may more att large  
 appeare yet never th<sup>e</sup> less the sd Henry his said obligacon little re-  
 garding the said sume of 2300<sup>th</sup> of to<sup>b</sup> hath not paid neither to th<sup>e</sup>  
 said Francis Bullock in his life time nor to th<sup>e</sup> sd John Hatch &  
 Robert Rowland since his death but doth altogether refuse to pay  
 the same, whereupon th<sup>e</sup> said John & Robert say they are damnified  
 & have Loss to th<sup>e</sup> Valew of 2900<sup>th</sup> of to<sup>b</sup> & thereupon they bring  
 their Suite.

Hereupon th<sup>e</sup> Def<sup>t</sup> begged he might have th<sup>e</sup> benefitt of his writt of priviledge, & they not proceeding according to law & priviledges allowed th<sup>e</sup> Clarke of th<sup>e</sup> Court he craved a nonsuite ag<sup>t</sup> th<sup>e</sup> pl<sup>ts</sup> w<sup>ch</sup> was granted him. Liber D

John Hatch & Rob<sup>t</sup> Rowland Adm<sup>trs</sup> of th<sup>e</sup> goods & Chattles & Creditts of Francis Bullock dec<sup>d</sup> Pl<sup>ts</sup>

Henry Bonner Def<sup>t</sup>

And whereupon th<sup>e</sup> said John & Robert Complaineth against th<sup>e</sup> [p. 162] said Henry For that whereas th<sup>e</sup> said Henry oweth th<sup>e</sup> 27 day of Octo<sup>r</sup> in th<sup>e</sup> yeare of our Lord 1669 or thereabouts had & rec<sup>d</sup> from th<sup>e</sup> said Francis Bullock severall goods & Marchantdizes am<sup>ing</sup> to th<sup>e</sup> Valew of three hundred fifty nine pounds of tobaccoe as by a particular Acc<sup>t</sup> here in Court by th<sup>e</sup> said John Hatch & Robert Rowland produced att large may appeare in Considera<sup>con</sup> whereof th<sup>e</sup> s<sup>d</sup> Henry did then Assume upon himself & to th<sup>e</sup> s<sup>d</sup> Francis did faithfully promise th<sup>t</sup> he th<sup>e</sup> said Henry th<sup>e</sup> s<sup>d</sup> sume of 359<sup>lb</sup> of to<sup>b</sup> w<sup>n</sup> thereunto required to th<sup>e</sup> s<sup>d</sup> Francis would well & truly satisfy & pay yet never th<sup>e</sup> less th<sup>e</sup> s<sup>d</sup> Henry his s<sup>d</sup> promise & Assump<sup>con</sup> little regarding th<sup>e</sup> s<sup>d</sup> sume of 359<sup>lb</sup> of to<sup>b</sup> hath not p<sup>d</sup> neither to th<sup>e</sup> said Francis dureing his life time nor to th<sup>e</sup> s<sup>d</sup> John & Robert since his Death but doth altogether refuse to pay th<sup>e</sup> same whereby th<sup>e</sup> s<sup>d</sup> John & Robert have Loss to Valew of five hundred p<sup>d</sup>s of to<sup>b</sup> & thereupon they bring their suite

Whereupon th<sup>e</sup> Def<sup>t</sup> Craved a nonsuite (ag<sup>t</sup> John Hatch & Robert [p. 163] Rowlands they not proceeding according to th<sup>e</sup> priviledges allowed th<sup>e</sup> Clarke of the Court) which was granted to th<sup>e</sup> s<sup>d</sup> Def<sup>t</sup>.

Edm<sup>d</sup> Taylor p<sup>r</sup> his Attu<sup>r</sup> John Tankard came & appeared to prosecute th<sup>e</sup> suite by him Commenced ag<sup>t</sup> Arch. Wahab & Jane his Wife Adm<sup>trs</sup> of th<sup>e</sup> Goods & Chattles of Alex<sup>dr</sup> Simpson Pl<sup>t</sup>

Arch: Wahab & Jane his Def<sup>ts</sup> came also & appeared by their Attu<sup>r</sup> Rich: Boughto to def<sup>d</sup> th<sup>e</sup> suite com<sup>enced</sup> ag<sup>t</sup> them by Edm<sup>d</sup> Taylor.

Edm<sup>d</sup> Taylor of Charls County planter Complaineth ag<sup>t</sup> Arch: Wahab of th<sup>e</sup> same planter & Jane his Wife in an Ac<sup>con</sup> of trespass upon th<sup>e</sup> Case for th<sup>t</sup> (viz) whereas Alexander Simpson lately deceased stood indebted to th<sup>e</sup> pl<sup>t</sup> four hundred pounds of to<sup>b</sup> in Leiu<sup>e</sup> of his full share of th<sup>e</sup> Crop made att th<sup>e</sup> Said Simpsons house th<sup>e</sup> last yeare which said sume th<sup>e</sup> said Alexander never p<sup>d</sup> in his life time nor th<sup>e</sup> s<sup>d</sup> Jane since th<sup>e</sup> dec<sup>s</sup> of th<sup>e</sup> said Alexander although often thereunto requested & therefore hee pray Judgem<sup>t</sup>

And whereupon Rich<sup>d</sup> Boughton Attu<sup>r</sup> for th<sup>e</sup> Def<sup>ts</sup> in barrs of [p. 164] th<sup>e</sup> Declaracon of th<sup>e</sup> Pl<sup>ts</sup> saith th<sup>t</sup> for th<sup>t</sup> neither th<sup>e</sup> Def<sup>t</sup> nor his Wife are mentioned to be Adm<sup>trs</sup> Adm<sup>trix</sup> in th<sup>e</sup> Pl<sup>ts</sup> Declaracon which as he Conceivs they ought to be therefore he humbly craves a Non-suite which was denied him

Liber D Whereupon Rich<sup>d</sup> Boughton Att<sup>r</sup> for th<sup>e</sup> Def<sup>t</sup> Confessed a judged for 400<sup>lb</sup> of tobaccoe according to th<sup>e</sup> tenoure of th<sup>e</sup> Decla<sup>r</sup>:

Edw<sup>d</sup> Maddock Pl<sup>t</sup> came to prosecute th<sup>e</sup> sute by him Comēced ag<sup>t</sup> Sam<sup>ll</sup> Price

Sam<sup>ll</sup> Price Def<sup>t</sup> came also & appeared to defend th<sup>e</sup> sute comenced ag<sup>t</sup> him by Edw<sup>d</sup> Maddock

Edw<sup>d</sup> Maddock Pl<sup>t</sup> Sam<sup>ll</sup> Price Def<sup>t</sup> in a plea of trespass upon th<sup>e</sup> Case

[p. 165] Whereupon th<sup>e</sup> said Edw<sup>d</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> said Sam<sup>ll</sup> for th<sup>t</sup> whereas th<sup>e</sup> said Sam<sup>ll</sup> on th<sup>e</sup> 7<sup>o</sup> day of Octo<sup>r</sup> in th<sup>e</sup> xxxviii yeare of th<sup>e</sup> Dominion of Caecilius & att diverse daies & times since till this p<sup>r</sup>sent day had & rec<sup>d</sup> from him th<sup>e</sup> said Edw<sup>d</sup> diverse parcells of phisick & other Attendance amounting to the sūme of two hundred pounds of to<sup>b</sup> as by a particular Acc<sup>t</sup> by the said Edw<sup>d</sup> here in Court produc'd more plainly may appeare in considera<sup>o</sup>n whereof th<sup>e</sup> said Sam<sup>ll</sup> did then Assume on himself & to th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> did faithfully promise th<sup>t</sup> he th<sup>e</sup> said Sam<sup>ll</sup> th<sup>e</sup> said sūme of two hundred & forty pounds of tobaccoe to him the said Edw<sup>d</sup> would well & truly satisfy & pay when thereunto required yet never th<sup>e</sup> less th<sup>e</sup> s<sup>d</sup> Sam<sup>ll</sup> his promise & Assumption little minding or regarding but deviseing & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> of the said sūme of 240<sup>lb</sup> of to<sup>b</sup> to deceive th<sup>e</sup> said sūme of two hundred & forty pounds of to<sup>b</sup> to him th<sup>e</sup> s<sup>d</sup> Edw<sup>d</sup> although often thereunto by him th<sup>e</sup> said Edward required hath not satisfi'd th<sup>e</sup> same but doth altogether refuse to satisfy th<sup>e</sup> same whereupon th<sup>e</sup> said Edw<sup>d</sup> saith he is Damnified & hath Loss to th<sup>e</sup> Valew of 350<sup>lb</sup> of to<sup>b</sup> & thereupon he bringeth his suite

Whereupon this ensuing bill was produced

Sam<sup>ll</sup> Price D<sup>r</sup> Octo<sup>r</sup> th<sup>e</sup> 7 1668

To a purge..... 30

To bleeding yo<sup>u</sup>..... 20

To Cupping yo<sup>u</sup> severall tīms..... 150

To a Cordiall Bolus..... 040

—  
240

[p. 166] Whereupon th<sup>e</sup> Def<sup>d</sup> requested th<sup>e</sup> pl<sup>t</sup> might sweare to his Acc<sup>t</sup> Edw<sup>d</sup> Maddock aged twenty six yeares or there about sworne & saith th<sup>t</sup> th<sup>e</sup> pratical of this Acc<sup>t</sup> are just & true & th<sup>t</sup> he never received any part of Satisfaction

Whereupon It was ordered th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> satisfy to the Pl<sup>t</sup> 240<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs & Chargs of suite or else Exe<sup>c</sup>uon.

Whereupon th<sup>e</sup> pl<sup>t</sup> produced this bill of Costs w<sup>ch</sup> was allowed him

To two daies Attendance & goeing & comeing 120<sup>lb</sup>

M<sup>r</sup> W<sup>m</sup> Britton hath an order granted for Execution his Attachm<sup>t</sup> being Continued twelve months & a day



The Court is Adjourned till th<sup>e</sup> second Tuesday in Aug<sup>t</sup>. Liber D

Att a Court held for th<sup>e</sup> L<sup>d</sup> Proprietary in Charls County on the  
9 Aug<sup>t</sup> 1670

Prsnt Commissioners

M <sup>r</sup> Adames	M <sup>r</sup> Ja: Lendsey
M <sup>r</sup> Mathews	M <sup>r</sup> Humph: Warren

M<sup>r</sup> John Stone hath time given him till next Court to produce [p. 167]  
witness how & when his Mother M<sup>rs</sup> Verlinda Stone satisfied M<sup>rs</sup>  
Eliza: Story Adm<sup>trix</sup> of Walter Story 350<sup>th</sup> of tob<sup>o</sup> for a Gowne

M<sup>r</sup> Marshall desired his Attachm<sup>ts</sup> might be discontinued.

Whereas W<sup>m</sup> Perfoit made Complaint ag<sup>t</sup> Joseph Peters who was  
cleared & freed by Proclama<sup>con</sup> and It was alsoe further ordered  
th<sup>t</sup> the said Joseph Peters shall remaine in th<sup>e</sup> sheriffs hands till he  
give his owne bond th<sup>t</sup> he comes not into the Company of Anna  
Bramstone any more & that if they happen to meet he avoid her  
Company & th<sup>t</sup> he shall not beate W<sup>m</sup> Perfoite nor come upon  
his planta<sup>con</sup>

Henry Bonner Confessed a judgm<sup>t</sup> to Sam<sup>ll</sup> Fendall for 458 lb of  
tobaccoe

The Court is Adjourned till th<sup>e</sup> second Tuesday in Sep<sup>br</sup> 1670

Att A Court held for th<sup>e</sup> Lord Proprieta<sup>r</sup> in Charls County th<sup>e</sup> [p. 168]  
second Tuesday in 7<sup>br</sup> 1670

Prsnt Comission<sup>rs</sup>

M <sup>r</sup> Henry Adames
M <sup>r</sup> Thom <sup>s</sup> Mathews
M <sup>r</sup> James Lendsy
M <sup>r</sup> Francis Pope
M <sup>r</sup> Humph Warren

The Court is Adjourned till th<sup>e</sup> second tuesday in Novem<sup>r</sup> 1670

Att A Court held for th<sup>e</sup> Lord Proprieta<sup>r</sup> in Charls County th<sup>e</sup>  
second Tuesday in Novem<sup>r</sup> 1670

Prsnt Comission<sup>rs</sup>

M <sup>r</sup> Adames	M <sup>r</sup> Pope
M <sup>r</sup> Mathews	M <sup>r</sup> Harrison
M <sup>r</sup> Stone	M <sup>r</sup> Warren
M <sup>r</sup> Wade	M <sup>r</sup> Bowles

M<sup>r</sup> John Stone p<sup>r</sup>snteth a serv<sup>t</sup> Rurthe [*torn*] who judged to be [p. 169]  
fourteene years old

Liber D Edm<sup>d</sup> Lynsy p<sup>r</sup>snts Thom<sup>s</sup> Broonely who is judged to be twenty one years old

M<sup>r</sup> Benja : Rozer p<sup>r</sup>snts Sam<sup>ll</sup> Hoyle who is judged to be betweene one & two & twenty years old.

M<sup>r</sup> Rozer p<sup>r</sup>snts Matheu Hinch who is Judged to be one & twenty years

M<sup>r</sup> Rozer p<sup>r</sup>snts Ann trench who is judged to be one & twenty years old

M<sup>r</sup> Rozer p<sup>r</sup>snts Margrett W[torn]d who is judged to be twenty years old

M<sup>r</sup> Wade records th<sup>e</sup> birth of his Sone Edward Wade borne th<sup>e</sup> second day of Novem<sup>r</sup> 1670

Mary Wilson hath 800<sup>th</sup> of to<sup>b</sup> ordered her for th<sup>e</sup> yeare ensuing Henry Moore for goeing to Piscataway is ordered to have 400<sup>th</sup> of tobacco

M<sup>r</sup> Rozer [ torn ] for [ torn ] w<sup>ch</sup> ou[ torn ]  
John [ torn ] him [ torn ]

[p. 1]\* M<sup>r</sup> William Marshall his Deed of Gift

To all Christian people whome this p<sup>r</sup>snt writeing shall come Know yee th<sup>t</sup> I W<sup>m</sup> Marshall of Piquasquo in Charles County in th<sup>e</sup> Province of Maryland Planter as well for th<sup>e</sup> good will & pious affection th<sup>t</sup> I beare unto th<sup>e</sup> Inhabitants of Charl's County & particularly to th<sup>e</sup> Protestant Minister & inhabitants of th<sup>e</sup> same, as also for other good causes & considera<sup>o</sup>ns me hereunto especially moving have given granted & Confirmed & by these p<sup>r</sup>snts doe give grant & Confirme unto th<sup>e</sup> s<sup>d</sup> Minister & inhabitants all & singular th<sup>e</sup> Cattle of w<sup>t</sup> kind soever th<sup>e</sup> same be or in w<sup>t</sup> place or places th<sup>e</sup>

[p. 2] same shall or may be found Co<sup>m</sup>only called th<sup>e</sup> Church Cattle marked w<sup>th</sup> a Crope on both eares & some one, others two slits on th<sup>e</sup> left being in th<sup>e</sup> p<sup>r</sup>snt Custody of Francis Pope & Bridgett Legatt to th<sup>e</sup> number of thirty or thereabout y<sup>o</sup>ng & old, to have & to hold all & singular th<sup>e</sup> afore<sup>s</sup>d Cattle whether male or female to th<sup>e</sup> uses & behooffs hereafter mentioned & not other wise th<sup>t</sup> is to say th<sup>t</sup> th<sup>e</sup> Minister for th<sup>e</sup> time being elected & chosen by th<sup>e</sup> major part of th<sup>e</sup> Protestant inhabitants w<sup>th</sup>in th<sup>e</sup> limits hereafter mentioned shall have & hold to his use tenn Cowes to have th<sup>e</sup> benefitt of their milk for th<sup>e</sup> time & terme of his Continuance as Minister in th<sup>e</sup> s<sup>d</sup> place

[p. 3] & not otherwise as also th<sup>e</sup> whole Proffitt of th<sup>e</sup> increase of th<sup>e</sup> s<sup>d</sup> Cow's to his own proper benefitt & behooffe forever to dispose of at his owne proper & p<sup>r</sup>ticular will & pleasure together w<sup>th</sup> one fatt steere for th<sup>e</sup> prop<sup>r</sup> use & benifitt of th<sup>e</sup> p<sup>r</sup>snt Minister M<sup>r</sup> Mathew Hill to be deliver'd to him at th<sup>e</sup> time of yeare when th<sup>e</sup> same shall become

\*Liber D embraces a supplementary portion which has a distinct series of page numbers, it having been formerly a separate small record book.

killable provided alwaies th<sup>e</sup> aforeſd Miniſter ſhall be bound to re-  
 deliver or cauſe to be delivered back againe into th<sup>e</sup> hands of th<sup>e</sup>  
 overſeers hereafter mentioned att death or his removeall upon any  
 other occaſion th<sup>e</sup> ſame number of tenn female Cattle of th<sup>e</sup> age of  
 three years or upwards or th<sup>e</sup> full & true value of th<sup>m</sup> as alſo in  
 caſe th<sup>e</sup> Miniſter doe not accept of th<sup>e</sup> Grant above ſpecified not  
 judging it his advantage th<sup>t</sup> th<sup>n</sup> th<sup>e</sup> ſd overſeers ſhall have full  
 pow'r to diſpoſe of th<sup>m</sup> to th<sup>e</sup> uſe & benefitt of th<sup>e</sup> poore inhabi-  
 tants according to th<sup>e</sup> tenour of th<sup>e</sup> Grant hereafter ſpecified The  
 remainder of th<sup>e</sup> aforeſd number of Cattle whether male or female  
 I doe by theſe p<sup>r</sup>ſnts give grant & Confirme to th<sup>e</sup> uſe & benefitt  
 of th<sup>e</sup> poore or indigent Inhabitants whether houſholders or others  
 of th<sup>e</sup> ſame County w<sup>th</sup>in th<sup>e</sup> limits & bounds herein deſcribed th<sup>t</sup>  
 is to ſay liveing & being ſcituat betwixt th<sup>e</sup> two rivers of Wico-  
 comoco & Potomack from John Coates now dwelling plantation on  
 Wicocomoco ſide & from Thomas Bakers now dwelling plantation on  
 Potomack ſide downe wards th<sup>e</sup> neck as farr as th<sup>e</sup> point Commonly  
 called Cobe-point to have & to hold th<sup>e</sup> Said Cattle to their benefitt  
 & uſe according to th<sup>e</sup> tenor hereafter mentioned th<sup>t</sup> is to ſay th<sup>t</sup>  
 th<sup>e</sup> ſd indigent houſholders or inhabitants ſhall according to diſ-  
 cretion of th<sup>e</sup> aftermentioned overſeers have th<sup>e</sup> remainder of th<sup>e</sup>  
 female Cattle from time to time diſtributed amonſt them to enjoy  
 th<sup>e</sup> benefitt of their milk they being bound to make Good th<sup>e</sup> Cow  
 or Cow's d<sup>d</sup> to th<sup>m</sup> fore th<sup>e</sup> forementioned uſe & upon any demand  
 of th<sup>e</sup> overſeers to redeliver th<sup>e</sup> ſd Cow or Cowes w<sup>th</sup> th<sup>e</sup> Calves  
 or increaſe of th<sup>e</sup> ſame for th<sup>e</sup> Continuance & p<sup>r</sup>ſervation of th<sup>e</sup>  
 Stock granting likewise th<sup>t</sup> it ſhall be in th<sup>e</sup> pow'r of th<sup>e</sup> overſeers  
 from time to time yearely to kill or cauſe to be killed any of th<sup>e</sup>  
 ſd Cattle as they ſhall become fatt & killable & to diſtribute th<sup>e</sup> fleſh  
 of th<sup>e</sup> ſd Cattle amonſt th<sup>e</sup> ſaid Indigent inhabitants or to diſpoſe  
 of it to any other pious & good uſes as they ſhall Judge meet And for  
 th<sup>e</sup> due p<sup>r</sup>formance of th<sup>e</sup> p<sup>r</sup>miſes I doe deſire & request th<sup>e</sup> p<sup>r</sup>ſnt  
 miniſter M<sup>r</sup> Mathew Hill M<sup>r</sup> Humph. Warren of Hattons Point &  
 M<sup>r</sup> John Bowles att Pickywaxen to take upon th<sup>m</sup>ſelves th<sup>e</sup> office &  
 truſt of overſeers to ſe to th<sup>e</sup> true performance of th<sup>e</sup> p<sup>r</sup>miſes ac-  
 cording to th<sup>e</sup> true intent & meaning thereof whome I doe by theſe  
 p<sup>r</sup>ſnts appoint ordaine & Authorize overſeers for th<sup>e</sup> uſes and intents  
 'bove ſpecified & in caſe any of th<sup>e</sup> ſd overſeers ſhall faile either by  
 death or removall from th<sup>e</sup> place above limited or by Voluntary  
 quitting of their truſt th<sup>t</sup> th<sup>n</sup> it ſhall be in th<sup>e</sup> pow'r of th<sup>e</sup> major  
 parte of th<sup>e</sup> inhabit<sup>ts</sup> aforeſd being houſholders from time to  
 time to elect & chooſe others of th<sup>m</sup>ſelves in their ſtead to ſupply  
 th<sup>e</sup> place of overſeers to th<sup>e</sup> intents & purpoſes above mentioned,  
 whome, as A testimony of my reſpect to them for their Care in th<sup>e</sup>  
 p<sup>r</sup>miſes I doe hereby impow'r to kill & take to th<sup>m</sup>ſelves th<sup>e</sup> benefitt  
 of one fatt ſteere yearly Provided alwaies th<sup>t</sup> it ſhall & may be  
 lawfull for th<sup>e</sup> aforeſd William att any time or times hereafter



Liber D

[p. 4]

[p. 5]

[p. 6]

[p. 7]

Liber D dureing th<sup>e</sup> terme of his naturall life by his Deed or deeds to be by himself sealed & delivered in th<sup>e</sup> p<sup>r</sup>sence of three or more Credible witnesses to change determine alter or amend any thing in & by these p<sup>r</sup>snts limited or appointed excepting only th<sup>e</sup> true & generall intents  
 [p. 8] & Purposes & uses before by these p<sup>r</sup>snts expressed & declared Anythings in these p<sup>r</sup>snts or in any former or other declaracō of use or uses to th<sup>e</sup> Contrary notw<sup>th</sup>standing in witness whereoff I hereunto putt my hand & seale this second day of July in th<sup>e</sup> yeare of our Lord one thousand six hundred & Seaventy  
 Signed Sealed & Deliver W<sup>m</sup>  Marshall (locus)  
 for th<sup>e</sup> uses above mention'd his mark  
 in p<sup>r</sup>sence of us  
 Mathew Hill  
 Alex: Gallant  
 John  Long  
 his marke

Mr Stephen Mountague acknowledgeth this ensueing Conveyance to Hugh French

This Indenture made th<sup>e</sup> first day of July in nine & thirtieth yeare  
 [p. 9] of th<sup>e</sup> Dominion of Caecilius Absolute Lord And Proprietary of th<sup>e</sup> Province of Maryland & Avalon Lord Baron of Baltimore Ann<sup>o</sup> Domini one thousand six hundred & seaventy Betweene Stephen Mountague of Charls County in th<sup>e</sup> Province of Maryland Planter of th<sup>e</sup> one part And Hugh French of th<sup>e</sup> County & Province aforeśd Planter of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> th<sup>e</sup> śd Stephen Mountague as well for & in Consideracō of the Quantity of tenn thousand poundes of Tobacco to him in hand paid by th<sup>e</sup> śd Hugh French th<sup>e</sup> receipt whereof th<sup>e</sup> śd Stephen Mountague doth hereby acknowledge  
 [p. 10] & of Every parte & parcell thereof doth hereby absolutely & clearly exonerate acquitt & discharge th<sup>e</sup> śd Hugh French his Executors Administrato<sup>rs</sup> & Assignes by these p<sup>r</sup>snts Give grant bargain aliene sell enfeoffe and Confirme unto him th<sup>e</sup> śd Hugh French his heirs & Assignes forever all th<sup>t</sup> parcell of land Called by th<sup>e</sup> name of Batchellours harbour lyeing on th<sup>e</sup> East side of PisCataway river about two miles from Piscataway Creek beginning at a marked  
 [p. 11] Cedar standing att th<sup>e</sup> mouth of a Creek in th<sup>e</sup> śd river Called S<sup>t</sup> Georgio Creeke & running south and East downe th<sup>e</sup> river for th<sup>e</sup> length of three hundred & twenty perchs to A marked red Oake standing att th<sup>e</sup> mouth of a Creeke Called Jecomo Creeke bounding on south w<sup>th</sup> th<sup>e</sup> śd Creeke & a line drawn East north East for th<sup>e</sup> length of five hundred perches to a marked Oake on th<sup>e</sup> East w<sup>th</sup> a line drawne North West from th<sup>e</sup> end of th<sup>e</sup> former line to th<sup>e</sup> head of a Creeke th<sup>t</sup> falleth into S<sup>t</sup> Georgio's Creeke call'd Ash Creeke on th<sup>e</sup> north w<sup>th</sup> th<sup>e</sup> said Creeke on th<sup>e</sup> West w<sup>th</sup> th<sup>e</sup> śd river  
 [p. 12] Containeing & now laid out for Eight hundred Acres more or lesse together w<sup>th</sup> all rights titles profitts & benefitts thereunto belonging

Royall mines excepted and alsoe all Pattent's Deed's writings and Evidences touching & Concerning th<sup>e</sup> Same To have & to hold th<sup>e</sup> said Parcell of Land & all & singular th<sup>e</sup> bargained premises unto him th<sup>e</sup> said Hugh French his heirs & Assignes for ever & he th<sup>e</sup> said Stephen Mountague for himself his heirs Executors & Administr<sup>trs</sup> doth hereby Covenant & Grant to & w<sup>th</sup> th<sup>e</sup> sd Hugh French His heires & Assignes th<sup>t</sup> he th<sup>e</sup> sd Stephen Mountague his heirs Exec<sup>trs</sup> and Administrators th<sup>e</sup> sd parcell of land & all other th<sup>e</sup> bargained premises unto him th<sup>e</sup> sd Hugh French his heires & Assignes against all persons w<sup>soe</sup> ever shall & will warrant & for ever defend by these p<sup>r</sup>snts th<sup>e</sup> rents & services hereafter to become due to th<sup>e</sup> Lord Proprietary for th<sup>e</sup> same alwaies excepted & foreprized & further th<sup>t</sup> th<sup>e</sup> sd Stephen Mountague his heirs & Assignes shall and will from time to time & att all times hereafter during th<sup>e</sup> space Of seaven years att th<sup>e</sup> reasonable request & att th<sup>e</sup> pp Cost & charge in th<sup>e</sup> law of him th<sup>e</sup> sd Hugh French his heirs & Assignes make doe execute & suffer & cause to be made done executed & suffered & all & every such further & other act or Acts thing or things device or devices Assurance or Assurances w<sup>soever</sup> requisite in th<sup>e</sup> premisses for th<sup>e</sup> better Assuring & more sure makeing of th<sup>e</sup> said bargained p<sup>r</sup>misses unto him th<sup>e</sup> said Hugh French his heirs and Assignes for Ever be it by inrolement of these presents fine Feoffements or otherwise or by any such lawfull waies and meanes as by him th<sup>e</sup> said Hugh French his his heirs or Assignes or Councell Learned in th<sup>e</sup> law shall be reasonably devised advised or required in Witness whereof th<sup>e</sup> parties to these Indentures have interchangeably hereunto sett their hands & seales th<sup>e</sup> day & yeare above written  
Signed Sealed & Delivered

in psence of Us  
Henry Bonner  
Phillip Lines

Stephen Mountague

Edmund Lindsay acknowledgeth all his right & title in this ensuing Lease to M<sup>r</sup> Benjamine Rozer

Caecilius absolute L<sup>d</sup> of th<sup>e</sup> Provinces of Mary Land & Avalone L<sup>d</sup> Baron of Baltemore &c. To all persons to whome these p<sup>r</sup>snts shall come Greeting in o<sup>r</sup> Lord God everlasting Know yee that we for diverse Good Causes & Considera<sup>cons</sup> us thereunto moveing & more especially for that Isaack Allerton Gent<sup>l</sup> & Dame Elizabeth his Wife relict and Admi<sup>trix</sup> of Symon Overzee late of S<sup>t</sup> Johns in th<sup>e</sup> County of S<sup>t</sup> Maries dec<sup>d</sup> hath remised released & for ever quited Clame Granted surrendred & Confirmed unto Us & our heirs as he the said Isaack Allerton & Elizabeth his Wife doe by these p<sup>r</sup>snts remise release & for ever quitt claime Grant surrender & Confirme unto us & our heirs all th<sup>t</sup> her Joynture & Dowre & all th<sup>t</sup> her right and title of Joynture of Dower & all the Estate right use po<sup>ss</sup>on Interest & demand whatsoever which she th<sup>e</sup> sd Dame Elizabeth had

- Liber D or which he th<sup>e</sup> said Isaack now hath or which he or she may or ought hereafter to have in or to all & singular th<sup>e</sup> Mannors lands tenem<sup>ts</sup> & hereditam<sup>ts</sup> in Charls County or S<sup>t</sup> Marys County or elce
- [p. 18] where w<sup>th</sup>in this Province of Maryland w<sup>ch</sup> were the Mannors lands Tenem<sup>ts</sup> & hereditam<sup>ts</sup> of th<sup>e</sup> sd Simon Overzee dec<sup>d</sup> have demised granted & to farme lett all th<sup>t</sup> th<sup>e</sup> Moyety of a free hould bought of Wiff Lewis in Charls County by Jobe Chandler Esq<sup>r</sup> and Simon Overzee dec<sup>d</sup> th<sup>e</sup> moiety Cont<sup>d</sup> by estimation since th<sup>e</sup> Partition betweene th<sup>e</sup> sd Chandler & Overzee one thousand Acres To have & to hold the same to him th<sup>e</sup> said Isaack Allerton his Executors & Adminis<sup>trs</sup> to th<sup>e</sup> full end & terme of twenty & one years from th<sup>e</sup>
- [p. 19] day of th<sup>e</sup> date hereof fully To be Compleated & ended Yeelding & paying therefore yearly unto us & our heirs att our receipt att S<sup>t</sup> Maries att th<sup>e</sup> two most usuall feasts in th<sup>e</sup> yeare (viz<sup>t</sup>) att th<sup>e</sup> feast of th<sup>e</sup> Annuntiacon of th<sup>e</sup> blessed Virgine Mary & att th<sup>e</sup> feast of S<sup>t</sup> Michael th<sup>e</sup> Arch Angle by even & equall proportions th<sup>e</sup> rent of one pound sterling or th<sup>e</sup> full Vallue thereof in such Co<sup>m</sup>odities as we & our heirs or such officer or officers appointed by us or our heirs from time to time to collect & receive th<sup>e</sup> same shall accept in
- [p. 21]\* Discharge thereof Att th<sup>e</sup> choise of us & our heirs or such Officer or Officers as afore said Provided alwaies th<sup>t</sup> he th<sup>e</sup> said Isaack Allerton doe by th<sup>e</sup> five and twentyeth of March next ensuing th<sup>e</sup> date hereof sufficiently plant and fence one orchard cont: two hundred apple & peare trees upon th<sup>t</sup> the moiety of th<sup>e</sup> Free hould bought of Lewis & lying in Charls County aforesaid & th<sup>e</sup> same during th<sup>e</sup> whole terme of one & twenty yeares afore<sup>s</sup>d sufficiently keep fenced Provided alsoe th<sup>t</sup> th<sup>e</sup> sd Isaack Allerton doe sometime before th<sup>e</sup>
- [p. 22] twenty fifth Day of December next give sufficient security th<sup>e</sup> same Orchard soe fenced & planted as aforesaid together with all houses Edifices buildings barnes & Stables whatsoever by him to be built upon th<sup>e</sup> p<sup>r</sup>mises in sufficient repaire & to leave att the end & expiration aforesaid Given att S<sup>t</sup> Maries under our great seale of our sd Province of Maryland this day of Janua<sup>r</sup> in th<sup>e</sup> two & thirtieth yeare of our Dominion over our sd Province Ann<sup>o</sup> Do<sup>m</sup>i 1663 Witness our Deare sone & heir Charls Calvert Esq<sup>r</sup> Leiveten<sup>t</sup> of our sd Province of Maryland Charles Calvert
- [p. 23] Isaack Allerton of th<sup>e</sup> County of Northumb<sup>r</sup>land Gent<sup>l</sup> doth assinge all his right title & Interest in th<sup>e</sup> preceeding Lease to Edm<sup>d</sup> Lynsy
- Know all men by these p<sup>r</sup>snts th<sup>t</sup> I Isaack Allerton of th<sup>e</sup> County of Northumberland in Virgenia Gent<sup>l</sup> doe assinge & sett over unto Edmund Lynsy of Port tobacco in th<sup>e</sup> Province of Maryland all my right title & Interest unto th<sup>e</sup> w<sup>th</sup>in specified Lease granted me by th<sup>e</sup> right Hon<sup>bl</sup> Caecilius Lord Baron of Baltemore To have &
- [p. 24] to hold unto him th<sup>e</sup> said The said Edm<sup>d</sup> Lyndsy his Exec<sup>trs</sup> Adm<sup>trs</sup>

\* By error in numbering, page 21 follows page 19 in the record liber.

& Assinges dureing th<sup>e</sup> terme of years in th<sup>e</sup> sd Lease men<sup>c</sup>oned & Liber D  
expressed Provided th<sup>e</sup> sd Edmund Lynsy his Exec<sup>trs</sup> Adm<sup>trs</sup> &  
Assinges doe yearely pay th<sup>e</sup> rent due by same in time & place therein  
mencioned & observe & keep all such Articles Clauses & Condicons  
in th<sup>e</sup> sd Lease expressed As I myself my heirs Exec<sup>trs</sup> Adm<sup>trs</sup> &  
Ass<sup>gs</sup> are therein obliged unto And in testimony to th<sup>e</sup> truth of th<sup>e</sup>  
p<sup>r</sup>misses I have hereunto sett my hand & seale this 18<sup>o</sup> day of March  
Ann<sup>o</sup> Do<sup>m</sup>i 1666/7 Isaack Allerton ☉

Signed Sealed & Deliver'd

in p<sup>r</sup>sence of Us

Gerard Fowke

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Edm<sup>d</sup> Lyndsy of Port tobacco [p. 25]  
in Charls County in th<sup>e</sup> Province of Mary Land Planter for & in  
Consideracon of th<sup>e</sup> sume of tenn thousand pounds of to<sup>b</sup> to me in  
hand paid before th<sup>e</sup> ensealing & delivery of these Assignem<sup>t</sup> by  
Benja: Rozer of Charls County Merchant whereof I doe acknowl-  
edge th<sup>e</sup> receipt & thereof & of every part & parcell thereof doe  
acquitt Exonerate & for ever discharge th<sup>e</sup> sd Benja: Rozer his  
heirs Exec<sup>trs</sup> & Adminis<sup>trs</sup> have given granted bargained sold as-  
signed & set over & by these p<sup>r</sup>sents doe give grant Bargaine sell [p. 26]  
Assigne & sett over unto th<sup>e</sup> sd Benjamine Rozer his Exec<sup>trs</sup> Adm<sup>trs</sup>  
or assignes all th<sup>t</sup> parcell of Land mencioned in th<sup>e</sup> w<sup>th</sup>in written  
Lease together w<sup>th</sup> th<sup>e</sup> Appurtenances & all houses edifices buildings  
orchards Leases tenem<sup>ts</sup> w<sup>soe</sup> ever to th<sup>e</sup> same belonging & all th<sup>e</sup>  
estate right title Interest possession tearme of years to Come clame  
or demand w<sup>soe</sup>ever I now have or had may might should or in  
any wise ought to have or clame of in or to th<sup>e</sup> w<sup>th</sup>in mencion'd Lease  
or Land therein specified & other th<sup>e</sup> p<sup>r</sup>misses w<sup>th</sup> th<sup>e</sup> Appurtenances &  
every part & parcell thereof by virtue of this Assignem<sup>t</sup> To have & to [p. 27]  
hold th<sup>e</sup> sd parcell of Land & all other th<sup>e</sup> premises & also th<sup>e</sup> w<sup>th</sup>in  
written Lease & all th<sup>e</sup> estate Right title interest terme of yeares by  
th<sup>e</sup> sd Lease granted & therein now to Come & unexpired unto th<sup>e</sup> sd  
Benjamine Rozer his exec<sup>trs</sup> Adm<sup>trs</sup> or Assignes in as large ample  
and beneficiall a manner to all intents Constructions & purposes as I  
th<sup>e</sup> sd Edm<sup>d</sup> Lyndsy have hath may might should or in any wise  
ought to have or enjoy by virtue & force of th<sup>e</sup> within recited lease  
or otherwise how soever under th<sup>e</sup> rents & Covenants Therein Con- [p. 28]  
teined in witness to w<sup>th</sup> premises I have hereunto set my hand &  
seale this twenty third day of Feb<sup>r</sup> in th<sup>e</sup> xxxvii yeare of th<sup>e</sup>  
Dominion of Caecilius &c, Anno<sup>q</sup> Do<sup>m</sup>i 1668

Signed Sealed & Delivered

in psence of Us

Francis Lovelace

John Cary

James Martine

th<sup>e</sup> mark of

Edmond + Lyndsy ☉

- Liber D     Henry Moore & Elizabeth his wife Acknowledge this ensuing Conveyance q<sup>t</sup> one hundred & fifty Acres to Tho: Hussy
- This Indenture made th<sup>e</sup> seventeenth day of May Anno Domini one thousand six hundred & seventy Betweene Henry More of Charls
- [p. 29] County in th<sup>e</sup> province of Maryland And Eliza: his Wife of th<sup>e</sup> one party & Thomas Hussy of th<sup>e</sup> said place of th<sup>e</sup> other party Witnesseth th<sup>t</sup> th<sup>e</sup> said Henry Moore & Elizabeth his Wife for & in Considera<sup>o</sup>n of six thousand Pounds of Tobacco to them in Hand paid by th<sup>e</sup> said Thomas Hussy whereof and wherew<sup>th</sup> they acknowledge them selves fully satisfied Contented and paid Have aliened bargained & sold & by these p<sup>r</sup>sents doe aliene bargain & sell unto th<sup>e</sup> said Thomas Hussy & his heirs for ever all th<sup>t</sup> parcell of Land or
- [p. 30] Free hold Called Moores Rest lying in th<sup>e</sup> Woods on th<sup>e</sup> west side of the maine fresh of Wiccocomoko River in Charls County beginning att a Bounded Oake standing to th<sup>e</sup> Land of George Gooderick & running East for breadth th<sup>e</sup> Length of seaventy five perches to a bounded Oake standing in a Thickett in an Indian feild bounding on th<sup>e</sup> East by a line drawen North from th<sup>e</sup> sd Oake for th<sup>e</sup> Length of three Hundred & twenty perches to a bounded Oake on
- [p. 31] th<sup>e</sup> north By a Line drawne West from th<sup>e</sup> end of th<sup>e</sup> said north Line seaventy five perches to a bounded Oake standing neare th<sup>e</sup> sd Goodericks Land on th<sup>e</sup> west with th<sup>e</sup> said Goodericks Land on th<sup>e</sup> south w<sup>th</sup> th<sup>e</sup> sd East Line Containeing & now Laid out for one hundred & fifty Acres according to patten for th<sup>e</sup> sd land to th<sup>e</sup> sd Henry Moore by th<sup>e</sup> Right Hon<sup>bl</sup> th<sup>e</sup> Lord Proprietary granted as
- [p. 32] relation being thereto had may more att large Apppeare now in th<sup>e</sup> Possession of th<sup>e</sup> said Thomas Hussy being Delivered by th<sup>e</sup> said Henry Moore with Turfe and Twigg Together with all Houses Edifices Buildings Tobacco houses Gardens Orchards Profitts Commodities Easements and Heridataments whatsoever to th<sup>e</sup> sd Parcell of Land or Freehold belonging or any waies appertaineing or with th<sup>e</sup> same or any part thereof now late or heretofore had used or
- [p. 33] occupied And reversion or reversions of all & singular th<sup>e</sup> premises & all & singular Charters Evidences & writings touching th<sup>e</sup> same To have & to hold th<sup>e</sup> said parcell of land w<sup>th</sup> all th<sup>e</sup> rights members & Appurtenances thereto belonging unto th<sup>e</sup> said Thoma<sup>s</sup> Hussy & his heirs for ever & th<sup>e</sup> said Henry Moore & Elizabeth his Wife in their owne right & to their owne use now stand & are lawfully seized of a Good perfect and an Absolute estate in law in fee simple of and in
- [p. 34] the said freehold and other th<sup>e</sup> premises & have Good lawfull right and Authority to bargain sell and Assure th<sup>e</sup> same to th<sup>e</sup> said Thomas Hussy and his heirs for ever According to th<sup>e</sup> true Intent and meaning of these presents & th<sup>t</sup> th<sup>e</sup> sd Freehold & all other th<sup>e</sup> premises now are and for ever hereafter shall be & Continue cleare and free discharged & Acquitted or otherwise att all times saved & kept harmless by th<sup>e</sup> said Henry and Elizabeth and their heirs Execu-
- [p. 35] tors and Administrators of & from All and singular other bargaines



Seal's Grants estates bonds statutes intrusions Dowr's title of Liber D  
 Dowr's Joyntures rents Arrearages of rents and all charges and  
 InCumbrances what soe ever had made done or Growne or to be  
 had made done or growne by the said Henry and Elizabeth or by  
 any other person or Persons under their title or by their means or  
 procurements and th<sup>e</sup> sd Thom<sup>s</sup> Hussey and his heirs shall & may  
 peaceably & quietly frō henceforth for ever have hold and Occupy [p. 36]  
 th<sup>e</sup> said land and Free hold & all and singular other th<sup>e</sup> premises  
 w<sup>th</sup> th<sup>e</sup> Appurtenances and take perceive receive & enjoy th<sup>e</sup> rents  
 Issues and Proffitts therof to th<sup>e</sup> use of th<sup>e</sup> said Thomas Hussey &  
 his heirs for ever without Lett trouble eviction recovery or expulsion  
 of or by th<sup>e</sup> sd Henry or Elizabeth or other wise by any other person  
 or persons by th<sup>e</sup> means title or procurem<sup>t</sup> of them th<sup>e</sup> sd Henry or [p. 37]  
 Elizabeth & also th<sup>t</sup> th<sup>e</sup> said Henry Moore & Elizabeth his Wife  
 shall on this side & before th<sup>e</sup> feast of Saint Michael next coming  
 att th<sup>e</sup> Cost & Charg's in th<sup>e</sup> law of th<sup>e</sup> said Thomas Hussey shall &  
 will acknowledge a fine in due forme of Law and according to th<sup>e</sup>  
 Usuall Course of fines in th<sup>e</sup> Kingdome of England of th<sup>e</sup> said land  
 Freehold & other th<sup>e</sup> premises & th<sup>e</sup> same by th<sup>e</sup> said fine shall remise [p. 38]  
 quitt claime for them & Their Heirs to th<sup>e</sup> said Thomas Hussey & his  
 heirs for ever w<sup>th</sup> warrantry against them selves & their heirs & against  
 all other Persons What soe ever And moreover th<sup>e</sup> said Henry  
 Moore & Elizabeth his Wife doth by these Presents Covenant & Grant  
 to and w<sup>th</sup> th<sup>e</sup> sd Thoma: Hussey th<sup>t</sup> they th<sup>e</sup> said Henry & Elizabeth  
 att all times dureing th<sup>e</sup> space of seven years next after th<sup>e</sup> date of [p. 39]  
 these presents att th<sup>e</sup> reasonable Requests & Costs and Charges in the  
 Law only of th<sup>e</sup> said Thomas Hussey or his heirs shall and will doe  
 make knowledge and suffer & cause to be done made knowledged &  
 suffered all and singular Act & Acts thing and things & devise and  
 devises in the Law what soe ever with warrantry against all person  
 or persons w<sup>t</sup> soe ever which by th<sup>e</sup> said Thomas Hussey or his heirs  
 or his or their Councill in th<sup>e</sup> Law shall be reasonably or lawfully  
 devised for The better Assurance and sure makeing of all and [p. 40]  
 Singular th<sup>e</sup> premises to be had and made sure to th<sup>e</sup> said Thomas  
 Hussey & his heirs without any Condiçon what soe ever in Witness  
 whereof th<sup>e</sup> parties Aforesaid to the Indentures have interchangeably  
 put their hands and seales the day and yeare first above written  
 Signed Sealed & delivered Henry Moore ☉  
 in p<sup>r</sup>sence of us Eliz: Moore ☉  
 John & Alword  
 Francis Heydon

Robert Robins hereby doth Acknowledge all his right & Title of [p. 41]  
 a parcell of Land to W<sup>m</sup> Hinsey

This Indenture made the fourteenth day of June in th<sup>e</sup> yeare of  
 our Lord one thousand six hundred & seventy Betweene Robert

- Liber D Robins of Charls County planter of th<sup>e</sup> one part & William Hensey of th<sup>e</sup> County aforesaid planter of th<sup>e</sup> other parte Witnesseth th<sup>t</sup>
- [p. 42] th<sup>e</sup> said Robert Robins for & in Considera<sup>o</sup>n of a certaine Sum<sup>e</sup> of tobaccoe to him in hand paid whereof & wherewith he acknowledgeth him self fully satisfied Contented and paid & of every part and parcell thereof Hath given granted Aliened bargained sold enfeoffed & Confirmed & by these presents doth fully clearely & absolutely give grant aliene bargain sell enfeoffe & Confirme unto th<sup>e</sup> sd William Hensy all th<sup>t</sup> parcell of Land lying scituate & being In
- [p. 43] Charles County neare to A Creeke called Pekeywaxen Creek Beginning att a bounded black Oake being th<sup>e</sup> bound tree of Richard Smith and Robert Henley thence ru<sup>n</sup>ing East south East to a bounded Poplar thence south & by East to a Mulberry tree standing by th<sup>e</sup> swamp side bounded on th<sup>e</sup> north by th<sup>e</sup> said Smiths Land on th<sup>e</sup> East by th<sup>e</sup> Land of Robert Henly on th<sup>e</sup> south & West w<sup>th</sup>
- [p. 44] th<sup>e</sup> land & Marsh afore<sup>s</sup>d Together w<sup>th</sup> all houses edifices Buildings barnes Stables Gard<sup>e</sup>s Orchards Yards backsides Easem<sup>ts</sup> lands tenements meadows Feedings pastures woodes Underwoods waies Proffitts Commodities what soe ever & hereditaments to th<sup>e</sup> sd land belonging or in any manner of way apperteyning & allsoe all th<sup>e</sup> right title Interest use property Claime & demand of him th<sup>e</sup> sd Robert Robins of in or too th<sup>e</sup> same & alsoe all Deeds writings & Evidences
- [p. 45] what soe ever Touching or apperteyning to th<sup>e</sup> premises or any part or parcell thereof To have and to hold th<sup>e</sup> afore said parcell of Land and all & singular other th<sup>e</sup> premises w<sup>th</sup> their & every of their rights Members & Appurtenances w<sup>t</sup> soe ever unto th<sup>e</sup> said W<sup>m</sup> Hinsey his heirs and Assignes for ever & th<sup>e</sup> sd Robert Robins doth for him self his heirs Executors & Administrators Covenant promise
- [p. 46] & grant to and w<sup>th</sup> The said William Hensey his heirs Executors Adm<sup>i</sup>trators & Assignes th<sup>t</sup> he the said Robert Robins now is lawfully and Justly possest of a Just and due title & Claime in Law of & in th<sup>e</sup> before bargained premises & th<sup>t</sup> th<sup>e</sup> said premises now are & for ever hereafter shall be and Continue free & cleere & freely & cleerly acquitted exonerated & discharged of and from all & all manner of
- [p. 47] Other bargaines Sales Gifts Grants Leases rents arrearages of rents rent charges mortgages Joynturs Dowres rights and titles of Dowrs claimes and demands w<sup>t</sup> soe ever by him them or any of them formerly had done or Committed or to be had done or Comitted And th<sup>e</sup> said Robert Robins for him self his heirs Executors and Administrators doth Covenant promise and Grant to & with th<sup>e</sup> sd Wil-
- [p. 48] liam Hensey his heirs Executors Administrators & Assignes And every of them by these pre<sup>s</sup>nts That he th<sup>e</sup> sd William Hensey his heirs Executors Administrators & Assignes shall and may by force & Virtue of these p<sup>r</sup>snts from time to time and att all ti<sup>m</sup>s for ever here after lawfully quietly & peacably have hold use occupy possess and enjoy th<sup>e</sup> said land and all and singular th<sup>e</sup> premises before granted w<sup>th</sup> their and every of their rights members and appurte-

nances & Have receive and take th<sup>e</sup> rents Issues and Proffitts thereof to his & their owne proper Use and behoofe w<sup>th</sup>out any manner of lett trouble Eviction or interruption of or by th<sup>e</sup> sd Robert Robins his heirs Executors Administrators or of or by any of them or of or by any person or persons w<sup>h</sup>soever lawfully claimeing by from or under him them or by their or any of their means or procurem<sup>ts</sup> The rents and services which from henceforth shall becom due and payable for or in respect of th<sup>e</sup> fore mention'd premises hereby sold shall grow due & payable to the cheife Lord or Lords of th<sup>e</sup> Fee or Fees thereof for & in respect of his or their Seignory or Seignories only excepted & foreprized And th<sup>e</sup> said Robert Robins his heirs Executors Administrators doth further Covenant and pmise To & with th<sup>e</sup> said William Hensey his heirs Executors Administrators & Assignes th<sup>t</sup> he th<sup>e</sup> sd Robert Robins his heirs Executors Administrators shall and will att any time or times w<sup>th</sup>in seaven years next following upon th<sup>e</sup> request and att th<sup>e</sup> Cost & Charge in th<sup>e</sup> Law of him the said William Hensey his heirs & Assignes make and deliver such further assurance & assurances for th<sup>e</sup> said premises as he the sd Hensey his heirs or Assignes or any of them or his or their Counsell Learned in th<sup>e</sup> Law shall him th<sup>e</sup> sd Robert Robins his heirs Executors or Administrators or any of them thereto require And th<sup>e</sup> sd Robert Robins for him Self his heirs Executors Admi<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their Appurtenances & every part and parcell therof to th<sup>e</sup> sd William Hensey his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>sgs</sup> to th<sup>e</sup> intent & meaneing aforesd shall & will warrant & for ever defend by these p<sup>r</sup>snts In witness whereof th<sup>e</sup> parties above named to these p<sup>r</sup>snt Inden<sup>ts</sup> have interchangably set their hands & seals the day & yeare above written  
Signed sealed & d<sup>d</sup> Robert Robins      ☉  
in p<sup>r</sup>sence of  
Tho: Mathews      Sam<sup>ll</sup> Cressey

Thomas Hussy & Joan his Wife Acknowledge this ensuing Conveyance to John Alword & Francis Heydon

This Indenture made the thirteenth day of June Ann<sup>o</sup> Do<sup>m</sup>i One thousand Six Hundred & Seaventy Betweene Thom<sup>s</sup> Hussy of Charls County in th<sup>e</sup> Province of Mary land and Joane his wife of th<sup>e</sup> one part & John Alward & Francis Heydon of th<sup>e</sup> County aforesd of th<sup>e</sup> other part Witnesseth th<sup>t</sup> th<sup>e</sup> sd Thom<sup>s</sup> Hussy & Joane his Wife for a valuable Considera<sup>con</sup> rec<sup>d</sup> by them in hand whereof & wherew<sup>th</sup> they acknowledge them selves fully satisfied Contented & paid have aliened bargained & sold & by these p<sup>r</sup>snts doth aliene bargain & sell unto th<sup>e</sup> sd John Alward & Francis Heyden & their heirs for ever all th<sup>t</sup> parcell of land w<sup>ch</sup> lieth on th<sup>e</sup> Norwest side of th<sup>e</sup> branch & soe running from George Goodrickes bound tree by th<sup>e</sup> sd branch upon a line for th<sup>e</sup> lenght of two hundred perches w<sup>ch</sup> belonging to a parcell of land containeing one hundred & fifty Acres

- Liber D according to patten for th<sup>e</sup> sd land to th<sup>e</sup> sd Thom<sup>s</sup> Hussy th<sup>e</sup> sd  
 [p. 55] Land called Newport, By th<sup>e</sup> R<sup>t</sup> Hon<sup>bl</sup> th<sup>e</sup> L<sup>d</sup> Proprietary granted  
 relation being thereto had may more att large appeare now in th<sup>e</sup>  
 possession of John Alword & Francis Heyden being delivered by  
 th<sup>e</sup> sd Thom<sup>s</sup> Hussy w<sup>th</sup> Turff & twigg to have & to hold th<sup>e</sup> sd  
 parte of th<sup>e</sup> sd parcell of land called Newport w<sup>th</sup> all th<sup>e</sup> rights mem-  
 bers & appurtenanc's thereunto belonging unto th<sup>e</sup> sd John Alward  
 & Francis Heyden & their heirs forever & th<sup>e</sup> sd John Alward & Fran-  
 Heyden & their heirs shall & may peaceably & quietly from hence-  
 forth & for ever have hold & occupy th<sup>e</sup> sd Land & all & singular  
 [p. 56] other th<sup>e</sup> p<sup>r</sup>mises w<sup>th</sup> th<sup>e</sup> Appurtenances & take perceive & receive &  
 enjoy th<sup>e</sup> rents Issues & profitts thereof to th<sup>e</sup> use of th<sup>e</sup> sd John  
 Alward & Francis Heydon & their heirs for ever w<sup>th</sup>out lett trouble  
 eviction recovery or expulsion of or by th<sup>e</sup> sd Thom<sup>s</sup> Hussy or  
 Joane his wife or other wise by any other person or persons by th<sup>e</sup>  
 meanes title or procurem<sup>t</sup> of th<sup>m</sup> th<sup>e</sup> sd Thom<sup>s</sup> Hussy or Joan &  
 also th<sup>t</sup> th<sup>e</sup> sd Thom<sup>s</sup> Hussy & Joan his Wife shall on this side before  
 th<sup>e</sup> feast of S<sup>t</sup> Michaell next Coming acknowledge remise & quite  
 [p. 57] clame from them & their heirs to th<sup>e</sup> sd Jn<sup>o</sup> Alward & Francis Heydon  
 their heirs for ever w<sup>th</sup> warranty ag<sup>t</sup> themselves & their heirs & ag<sup>t</sup>  
 any other person or persons w<sup>t</sup> soever th<sup>t</sup> shall pretend any claime  
 or title from by or under me th<sup>e</sup> sd Hussy in or any waies lying on  
 th<sup>e</sup> Norwest side of th<sup>e</sup> sd branch for th<sup>e</sup> sd lenght of two hundred  
 perches belonging or any waies appertaineing to th<sup>e</sup> sd land called  
 Newport as may appeare by patten beareing date att S<sup>t</sup> Maries th<sup>e</sup>  
 26 day of 9<sup>br</sup> in th<sup>e</sup> 36 yeare of th<sup>e</sup> Dominion of th<sup>e</sup> sd L<sup>d</sup> propieta<sup>r</sup>  
 over th<sup>e</sup> sd Province of Maryland As witness our hands & seales  
 [p. 58] This thirteenth day of June th<sup>e</sup> day & yeare above written  
 Signed sealed & Delivered Thom<sup>s</sup> Hussy ○  
 in th<sup>e</sup> p<sup>r</sup>sents of Us Joan **I H** Hussy  
 his mark signum ○  
 Michaell **E** Ashforth  
 Willia **W B** Brewer  
 his marke

Nathan Barton Acknowledgeth this ensueing Conveyance to  
 Henry Hawkings 75 Acres

- This Indenture made th<sup>e</sup> fourteenth day of June one thousand  
 six hundred & seventy Betweene Nathan Barton of Charls County  
 in th<sup>e</sup> province of Maryland Carpent<sup>r</sup> of th<sup>e</sup> one parte & Henry  
 Hawkins of th<sup>e</sup> sd County Plant<sup>r</sup> of th<sup>e</sup> other parte Witnesseth th<sup>t</sup>  
 th<sup>e</sup> said Nathan Barton as well for & in Consideraçon of th<sup>e</sup> quantity  
 of three thousand pounds of tobacco in Cask in hand already before  
 th<sup>e</sup> ensealing & delivery hereof by th<sup>e</sup> sd Henry Hawkins whereof &  
 [p. 59] wherew<sup>th</sup> th<sup>e</sup> sd Nathan Barton doth acknowledge Himself fully  
 satisfied & pd & thereof & of every part & parcell thereof doth acquitt

& discharge th<sup>e</sup> sd Henry Hawkings his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & every of them as alsoe for diverse other good Causes & consideracons me hereunto moveing have granted bargained, sold, assinged sett over & Confirmed & by these p<sup>r</sup>snts doe fully clearely & absolutely grant bargain sell assingne sett over & Confirme unto th<sup>e</sup> sd Henry Hawkings his heirs Executo<sup>rs</sup> Admit<sup>rs</sup> & Assigns all th<sup>t</sup> parcell of Land lying on th<sup>e</sup> west side of th<sup>e</sup> maine fresh of th<sup>e</sup> branch w<sup>ch</sup> runs up betweene th<sup>e</sup> sd Nathan Bartons plantacon w<sup>ch</sup> he now liveth on & th<sup>e</sup> sd Hawkings plantacon w<sup>ch</sup> land th<sup>e</sup> sd Nathan Barton bought of th<sup>e</sup> sd Hawkings by estemacon Seaventy five Acres be it more or less together w<sup>th</sup> all & singular th<sup>e</sup> houses buildings Structures or edifices thereunto belonging or appertaineing To have & to hold th<sup>e</sup> sd parcell of land & all & singular th<sup>e</sup> p<sup>r</sup>mises to be hereby bargained & sold w<sup>th</sup> th<sup>e</sup> appurtenances & every parte & parcell thereof w<sup>t</sup>soever before mentioned or recited unto th<sup>e</sup> sd Henry Hawkings & his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & As<sup>s</sup>gns forever & th<sup>e</sup> sd Nathan Barton for himself his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> doth Covenant grant & agree to & w<sup>th</sup> th<sup>e</sup> sd Henry Hawkins his Exec<sup>trs</sup> Adm<sup>trs</sup> & As<sup>s</sup>gns & every of them by these p<sup>r</sup>snts th<sup>t</sup> he th<sup>e</sup> sd Hawkings his Exec<sup>trs</sup> Adm<sup>trs</sup> & As<sup>s</sup>gns shall & may lawfully peacably & quietly have hold occupy possess & enjoy All & singular th<sup>e</sup> p<sup>r</sup>mises before by these p<sup>r</sup>snts granted & sold & every parte & parcell thereof w<sup>th</sup> every th<sup>e</sup> rights members & appurtenances w<sup>th</sup>out th<sup>e</sup> lawfull let trouble Eviction expulcon interupcon or demand of or by th<sup>e</sup> sd Barton or of or by his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> or any or either of them or of or by any other person or persons lawfully claimeing from by or under them or any of them or their or any of their Uses or by from or under any of their title Estate means or procurem<sup>t</sup> as also acquitted & discharged or w<sup>th</sup>in Convenient time after Reasonable request made well & sufficiently keep harmless & saved of & from all & all manner of former & other bargaines Sales estates former Leases titles Dowrs rights & titles of dower's joynturs Uses intailes wills rent chargs servisses arrearages of rents statuts Recognizances judgm<sup>ts</sup> Execūon titles troubles chargs & demands w<sup>t</sup>soever had made done Comitted or wittingly or willingly suffered by th<sup>e</sup> sd Nathan Barton or any of them his heirs or As<sup>s</sup>gns or of or by any other person or persons w<sup>t</sup>soever lawfully claimeing by from or under them or any of th<sup>m</sup> or their or any of their uses or by their or any of their titles estates means or procurem<sup>ts</sup> & th<sup>e</sup> sd Barton for himself his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> all & singular th<sup>e</sup> before bargained p<sup>r</sup>mises w<sup>th</sup> their appurtenances & every pte & pcell thereof unto th<sup>e</sup> sd Hawkins his heirs & As<sup>s</sup>gns to th<sup>e</sup> intent & meaning afore<sup>s</sup>d shall & will warr<sup>t</sup> & for ever defend by these p<sup>r</sup>snts th<sup>e</sup> rents & services w<sup>ch</sup> from henceforth from time to time for or in respect of th<sup>e</sup> forementioned p<sup>r</sup>mises hereby sold w<sup>ch</sup> shall grow due & payable to th<sup>e</sup> cheife L<sup>ds</sup> or L<sup>ds</sup> of th<sup>e</sup> fee or fees thereof for & in respect of his or their Seignory or Seignories only excepted & foreprized In witness

Liber D

[p. 60]

[p. 61]

[p. 62]

Liber D whereof the parties first above written to these p<sup>r</sup>snt Indenturs  
 have interchangeably set their hands & seales the day & yeare above  
 Written Nathan Barton ○  
 Signed sealed & Delivered Henry Hawkings ○  
 together w<sup>th</sup> livery & season  
 by turff & twigg  
 in p<sup>r</sup>sence of Us  
 John **IT** Twigs  
 his marke  
 Maverell Hulse

Gerard Browne acknowledgeth this ensuing Conveyance to  
 Thomas King

- This Indenture made this fifth of March in the yeare of our Lord  
 one thousand six hundred & sixty nine betweene Gerard Browne of  
 Charls County in the Province of Maryland of the one part & Thom<sup>s</sup>  
 [p. 63] King of the same County & Province of the other parte Witnesseth  
 th<sup>t</sup> the sd Gerard Browne as well for & in Considera<sup>o</sup>n of the sume  
 of Seven thousand pounds of to<sup>b</sup> & Cask th<sup>t</sup> is to say five thousands  
 pounds of to<sup>b</sup> in the yeare of our Lord one thousand six hundred &  
 seventy & two thousand in the yeare of our Lord one thousand six  
 hundred seventy & one before the ensealeing & delivery hereof by  
 the sd Thom<sup>s</sup> King pd whereof & wherew<sup>th</sup> the sd Gerard Browne  
 doth acknowledge himself fully satisfied & Contented and thereof &  
 of every part & parcell thereof doth acquitt release & discharge the  
 sd Thom<sup>s</sup> King his heirs Exec<sup>trs</sup> Admi<sup>trs</sup> & As<sup>s</sup>gns firmly by these  
 p<sup>r</sup>snts hath given granted aliened bargained & sold enfeofed &  
 Confirm'd & by these p<sup>r</sup>snts doth fully clearly & absolutely give  
 grant aliene bargain sell Enfeoffe & Confirme unto the sd Thomas  
 [p. 64] King his heirs & As<sup>s</sup>gns forever Seventy five Acres of Land being  
 parte of a greater devident sold from Rich<sup>d</sup> Trew of Charls County  
 Boatwright to And<sup>r</sup> Watsō of the County of Staford in Virginia &  
 from the sd And<sup>r</sup> Watson to me the sd Gerard Browne beginning  
 at a marked Oake being the deviding tree betwixt Rich<sup>d</sup> Trew & And<sup>r</sup>  
 Watson standing on the Low Grounds neare the fresh runn & runing  
 East north East unto the woods one hundred & fifty perches to an  
 Oake bounding on the East w<sup>th</sup> a line drawne norwest eighty perches  
 to an oake on the north w<sup>th</sup> a line drawn west south west from the  
 end of the former line to an oake bounding on the side of the fresh  
 runne of Nangemy Creeke on the west w<sup>th</sup> the fresh on the south  
 containeing & being laid out for seventy five acres be it more or  
 less w<sup>th</sup> all & singular its rights members Jurisdictions & appurte-  
 nances together w<sup>th</sup> all houses buildings orchards Gardens yards  
 [p. 65] backsides Easem<sup>ts</sup> tenem<sup>ts</sup> meadows feedings pasturs woods under-  
 woods waies profitts hereditam<sup>ts</sup> & appurtenances w<sup>so</sup>ever to the  
 sd Land & p<sup>r</sup>mises or to any part or parcell thereof belonging or  
 in any manner of waies appertaineing To have & to hold the afore<sup>s</sup>d

parcell of Land & all & singular other th<sup>e</sup> p<sup>r</sup>mises w<sup>th</sup> their & every  
of their rights members & appurtenances w<sup>so</sup>ever unto th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Liber D  
King his heirs & As<sup>s</sup>gns for ever & th<sup>e</sup> s<sup>d</sup> Gerard Browne doth for  
himself his heirs Exec<sup>trs</sup> & Assigns Covenant p<sup>r</sup>mise & grant to &  
w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> King his heirs & As<sup>s</sup>gns forever th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup>  
Gerard Browne now is lawfully & justly possest of a Just & due  
title & clame in Law of & in th<sup>e</sup> before bargain'd p<sup>r</sup>mises & hath  
full & absolute pow'r to bargain & assure th<sup>e</sup> same & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup>  
p<sup>r</sup>mises now are & forever hereafter shall be & Continew free &  
clare & freely & clearly acquitted Exonerated & discharged of &  
from all & Singular other bargaines sales gifts grants Leases [p. 66]  
rents Arrearges of rents rent Charges mortgages Joyntures dowres  
right & titles of Dowrs & demands w<sup>so</sup>ever by him them or any of  
them formerly had done or Comitted or to be had done or Comitted  
& th<sup>e</sup> said Gerard Browne for himself his heirs Execut<sup>rs</sup> & Adm<sup>trs</sup>  
th<sup>e</sup> afore<sup>s</sup>d parcell of Land & all & singular other th<sup>e</sup> p<sup>r</sup>mises before  
granted bargained & sold w<sup>th</sup> th<sup>e</sup> Appurtenances unto th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup>  
King his heirs & As<sup>s</sup>gns forever ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> Gerard Browne his  
heirs & As<sup>s</sup>gns & ag<sup>t</sup> all & every person or persons w<sup>so</sup>ever lawfully  
claimeing from by or und<sup>r</sup> him them or any of them & ag<sup>t</sup> all other  
persons w<sup>so</sup>ever shall & will warr<sup>t</sup> & forever defend by these p<sup>r</sup>snts  
And th<sup>e</sup> s<sup>d</sup> Gerard Browne for himself his heirs Exec<sup>trs</sup> & Adm<sup>trs</sup>  
doth Covenant p<sup>r</sup>mise grant & agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> King  
his heirs & as<sup>s</sup>gns forever & every of Them by these p<sup>r</sup>snts th<sup>t</sup> he [p. 67]  
th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> King his heirs & As<sup>s</sup>gns & every of them shall & may  
by force & Virtue of these p<sup>r</sup>snts from time to time & att all times  
forever hereafter lawfully quietly & peacably have hold use occupy  
possess & enjoy th<sup>e</sup> said Land & all & singular th<sup>e</sup> before bargained  
p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members & appurtenances  
& have receive & take th<sup>e</sup> rents issues & p<sup>r</sup>fitts thereof to his or their  
owne p<sup>p</sup> use & behoofe w<sup>th</sup>out any manner of lett trouble eviction  
or interruption of or by th<sup>e</sup> s<sup>d</sup> Gerard Browne his heirs Exec<sup>trs</sup>  
Adm<sup>trs</sup> or As<sup>s</sup>gns or any of them or of or by any other person or  
persons th<sup>e</sup> rents & services w<sup>ch</sup> from henceforth from time to time  
for & in respect of his or their seignory or seignories only excepted  
& foreprized & th<sup>e</sup> s<sup>d</sup> Gerard Browne doth for himself his heirs  
exec<sup>trs</sup> & Adm<sup>trs</sup> further promise & Covenant to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> [p. 68]  
King his heirs exec<sup>trs</sup> Adm<sup>trs</sup> & As<sup>s</sup>gns th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Gerard Browne  
his heirs & As<sup>s</sup>gns shall & will att any time or times w<sup>th</sup>in seven  
years next following upon th<sup>e</sup> request & th<sup>e</sup> Costs & chargs in th<sup>e</sup>  
law of him th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> King his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> or As<sup>s</sup>gns  
make & deliver such further assurance & assurances for th<sup>e</sup> p<sup>r</sup>mises  
as he th<sup>e</sup> s<sup>d</sup> King his heirs & As<sup>s</sup>gns or his their or any of their  
Councell learned in th<sup>e</sup> law shall think fitt th<sup>e</sup> s<sup>d</sup> Browne his heirs &  
As<sup>s</sup>gns or any of them thereto request th<sup>e</sup> same & th<sup>e</sup> s<sup>d</sup> Browne  
for himself his heirs & As<sup>s</sup>gns all & singular th<sup>e</sup> before bargain'd  
p<sup>r</sup>mises w<sup>th</sup> their appurtenances & every part & parcell thereof unto

Liber D th<sup>e</sup> sd King his heirs & Assgns to th<sup>e</sup> intent & meaning afor<sup>sd</sup> shall & will warrant & forever defend by these p<sup>r</sup>snts in witness whereof th<sup>e</sup> parties above named to these p<sup>r</sup>snt Indentures have interchangably set their hands & seals th<sup>e</sup> day & yeare above written

Signed sealed & Delivered

Gerard Browne ☉

in p<sup>r</sup>sence of us

Thom<sup>s</sup> Allanson

John Godshall

[p. 69] Cap<sup>t</sup> Robert Troope his Deede of Gift to Richard Harrison Sonn of M<sup>r</sup> Joseph Harrison

To all Christian people to whome these p<sup>r</sup>snts shall Come greeting in our Lord God everlasting Whereas Cap<sup>t</sup> Robert Troope late of Charls County in th<sup>e</sup> Province deceased did in his life time pay unto Thom<sup>s</sup> Allanson of th<sup>e</sup> same County & Province Gentl<sup>m</sup> the sume of three thousand pounds of tobacco & Cask th<sup>e</sup> receipt whereof he doth by these p<sup>r</sup>snts acknowledg & Confess & thereof & of every part & parcell thereof doth acquitt release & discharge th<sup>e</sup> said Robert Troope his heirs Exec<sup>trs</sup> & Administ<sup>rs</sup> by these p<sup>r</sup>sents for & in Considera<sup>o</sup>n whereof th<sup>e</sup> said Thomas Allanson was bound to

[p. 70] make a firme Conveyance unto th<sup>e</sup> said Robert Troope of One hundred & fifty Acres of Land called French Lewis w<sup>ch</sup> said Land th<sup>e</sup> said Troope hath given & devised unto Rich<sup>d</sup> Harrison th<sup>e</sup> sone of Joseph Harrison by his last Will & Testam<sup>t</sup>; now Know yee th<sup>t</sup> th<sup>e</sup> said Thom<sup>s</sup> Allanson for & in Considera<sup>o</sup>n of th<sup>e</sup> above mentioned premisses as alsoe for diverse other good causes him thereunto moveing Hath given granted Aliened bargained sold & Confirmed & by these p<sup>r</sup>snts doth give grant aliene bargain sell & Confirme unto th<sup>e</sup> said Rich<sup>d</sup> Harrison all th<sup>t</sup> parcell or tract of Land called French Lewis lying on th<sup>e</sup> north of Avon river containeing one hundred & fifty Acres more or less Adjoyning to th<sup>e</sup>

[p. 71] land formerly laid out for James Lee And beginning att th<sup>e</sup> said Lee's Eastermost bound Oake as by th<sup>e</sup> Pattent relation being thereunto had may more att large appeare together w<sup>th</sup> all houses buildings Gardens Orchards yards backsides Easem<sup>ts</sup> lands tenem<sup>ts</sup> meadows Feedings pastures Woods Under woods wayes Proffitts Comodities Hereditam<sup>ts</sup> & appurtenances whatsoever to th<sup>e</sup> said land or premises or to any part or parcell thereof belonging or in any manner of waies appertaineing as also all th<sup>e</sup> Estate right title Interest use property claime & demand of him th<sup>e</sup> sd Thom<sup>s</sup> Allanson of in or to th<sup>e</sup> same & alsoe all deeds writings & evidences w<sup>t</sup>soever touching or Concerning th<sup>e</sup> Premises or any Part or Parcell

[p. 72] thereof To have & to hold th<sup>e</sup> afore<sup>sd</sup> parcell of land & all & singular other the p<sup>r</sup>mises w<sup>th</sup> their & every of their rights members and Appurtenances w<sup>t</sup>soever unto th<sup>e</sup> sd Rich<sup>d</sup> Harrison his heirs & Assignes for ever And th<sup>e</sup> sd Thom<sup>s</sup> Allanson doth for himself his



heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes Covenant promise & grant to & w<sup>th</sup> Liber D  
 th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs Execut<sup>rs</sup> Adm<sup>trs</sup> & Assigns th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup>  
 Thomas Allanson now is lawfully & justly possessed of a Just & due  
 title & Claime in law of & in th<sup>e</sup> before bargained p<sup>r</sup>mises & hath  
 full & absolute pow'r to bargain sell & assure th<sup>e</sup> same & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup>  
 p<sup>r</sup>mises now are & for ever hereafter shall be & Continue free &  
 cleare & freely & Clearly acquitted exonerated & discharged of &  
 from all & singular other bargaines sales Gifts grants Leases rents  
 arreages of rents rent charges Mortgages joyntures dowres rights  
 & titles of Dowrs claimes & demands w<sup>t</sup>soever as well of Mary th<sup>e</sup>  
 Wife of th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Allanson as of any other person or persons  
 w<sup>t</sup>soever formerly had done or Comitted or to be had done or  
 Comitted And th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Allanson for himself his heirs Exec<sup>trs</sup>  
 Adm<sup>trs</sup> & Assignes doth Covenant p<sup>r</sup>mise grant & agree to & w<sup>th</sup>  
 th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes & every  
 of them by these p<sup>r</sup>snts th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs Exec<sup>trs</sup>  
 Adm<sup>trs</sup> & Assignes shall & may By force & Virtue of these p<sup>r</sup>snts [p. 73]  
 from time to time & att all times for ever hereafter lawfully quietly  
 and peaceably have hold use occupy possess & injoy th<sup>e</sup> s<sup>d</sup> land & all  
 singular th<sup>e</sup> p<sup>r</sup>mises before granted w<sup>th</sup> their & every of their ap-  
 purtenances & have receive & take th<sup>e</sup> rents Issues & proffitts thereof  
 to his & their owne p<sup>p</sup> use & behoofe w<sup>th</sup>out any manner of lett  
 trouble eviction or molestation of or by th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Allanson his  
 heirs Exec<sup>trs</sup> Adm<sup>trs</sup> or As<sup>s</sup>gns or any of them or of or by any other  
 person or p<sup>r</sup>sons w<sup>t</sup>soever lawfully claimeing of by or under him  
 them or any of them or by his their or any of their means or  
 p<sup>r</sup>curem<sup>ts</sup>: The rents & services w<sup>ch</sup> from henceforth for & in respect  
 of th<sup>e</sup> foreme<sup>n</sup>oned p<sup>r</sup>mises hereby sold shall grow due & payable to  
 th<sup>e</sup> cheife Lord or Lords of th<sup>e</sup> Fee or Fees thereof for & in respect  
 of his or their Seigneory or seignories onely excepted & foreprized  
 And the s<sup>d</sup> Thom<sup>s</sup> Allanson for himself his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> &  
 Assignes doth further Covenant & p<sup>r</sup>mise to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Har-  
 rison his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Allan-  
 son his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes shall & will att any time or  
 times w<sup>th</sup>in seaven years next following upon th<sup>e</sup> request & att th<sup>e</sup>  
 Costs & charges in the law of th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs Or  
 As<sup>s</sup>gns make seale & deliver such further assurance & Assurances [p. 74]  
 for th<sup>e</sup> s<sup>d</sup> p<sup>r</sup>mises as he th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs or As<sup>s</sup>gns  
 or any of them or his or their or any of their Concell learned in  
 th<sup>e</sup> laws shall him th<sup>e</sup> s<sup>d</sup> Thomas Allanson his heirs Exec<sup>trs</sup> Adm<sup>trs</sup>  
 or any of th<sup>m</sup> thereunto require And th<sup>e</sup> s<sup>d</sup> Thom<sup>s</sup> Allanson for him-  
 self his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes all & singular the before bar-  
 gaind p<sup>r</sup>mises w<sup>th</sup> their appurtenances & every part & parcell thereof  
 unto th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Harrison his heirs Execu<sup>trs</sup> Adm<sup>trs</sup> & assigns to  
 th<sup>e</sup> intent & meaning afore<sup>s</sup>d shall & will warrant & for ever defend  
 by these p<sup>r</sup>snts In witness whereof th<sup>e</sup> said Thom<sup>s</sup> Allanson hath

Liber D here unto sett his hand & seale this fourteenth of Janua<sup>r</sup> Ann<sup>o</sup>  
 Do<sup>m</sup>i 1667 Thom<sup>s</sup> Allanson ☉  
 Signed Sealed & Delivered  
 in p<sup>r</sup>sence of  
 Stephen Mountague  
 Jeremiah *J* Dickenson  
 his mark

John Lambert his Deed of Gift to Ellen Lambert his Wife

To all persons to whome these p<sup>r</sup>snts may concerne know yee th<sup>t</sup>  
 I John Lambert of Charls County in th<sup>e</sup> Province of Mary Land for  
 & in Considera<sup>c</sup>on of certaine goods w<sup>ch</sup> were given unto my Wife  
 [p. 75] Ellen Lambert by her father John Nevill dec<sup>d</sup> Which I th<sup>e</sup> sd John  
 Lambert have had & Converted to my owne use doe for & from  
 myself my heirs Exec<sup>trs</sup> & Adm<sup>trs</sup> give, grant, assigne & sett over  
 unto my said Wife Ellen Lambert her heirs and Assigns for ever  
 these things here under mentioned th<sup>t</sup> is to say one pcell or tract of  
 land qting one hundred & fifty Acres w<sup>ch</sup> I th<sup>e</sup> sd John Lambert  
 bought of Rich<sup>d</sup> True neere adjoyning to th<sup>e</sup> land whereon I now  
 dwell & alsoe one pcell of Land qting one hundred Acres being th<sup>e</sup>  
 land whereon I now dwell being butted & bounded as p Pattens  
 relation being thereto had may more at large Appeare All w<sup>ch</sup> sd  
 parcell of Land w<sup>th</sup> all & singular their rights members priviledges  
 & appurtenances together w<sup>th</sup> all Deeds writeings or evidences or  
 pap touching or concerning th<sup>e</sup> same or any pte or pcell thereof w<sup>th</sup>  
 all my right title intrest ppty claime & demand of in & to th<sup>e</sup> same  
 or any pte or pcell thereof To have & to hold to her th<sup>e</sup> sd Ellen  
 Lambert her heirs & Assignes for ever Alsoe I give grant & Assigne  
 over Four Mares th<sup>e</sup> one being a blackish bay being cropt on th<sup>e</sup>  
 left eare, about six years old And one bay Collour'd haveing a slit  
 on th<sup>e</sup> top of th<sup>e</sup> left eare marked w<sup>th</sup> a lett<sup>r</sup> **B** on th<sup>e</sup> neare shoulder  
 about six or seven years old & one a dapple gray mare swallow forked  
 & a small underkeele on th<sup>e</sup> right eare branded on th<sup>e</sup> right buttock  
 w<sup>th</sup> **J** being two years & an halfe old th<sup>e</sup> other a sorrell mare  
 being about one yeare & an halfe old being swallow forked & unkeeled  
 [p. 76] on th<sup>e</sup> right eare together w<sup>th</sup> one sorrell horse w<sup>th</sup> a Starr in his  
 forehead about two years old marked w<sup>th</sup> a swallow forke & under-  
 keeled on th<sup>e</sup> right eare to have & to hold th<sup>e</sup> fore<sup>s</sup>d Mares & horse  
 w<sup>th</sup> all their future Increase to her th<sup>e</sup> sd Ellen Lambert her heirs &  
 Assigns for ever And also I give & grant to her one red Cow co<sup>m</sup>only  
 called by th<sup>e</sup> name of Cherry about six years old one Cow about  
 4 years old called by th<sup>e</sup> name of Browning one Cow about 6 years  
 old called by th<sup>e</sup> name of Hannykin & one Cow called by th<sup>e</sup> name  
 of whiteface about five years old & one co<sup>m</sup>only called mopus about  
 seven years old & one called by th<sup>e</sup> name of fawne about 5 years  
 old & one co<sup>m</sup>only called Betty about seven years old & an heffer

called by th<sup>e</sup> name of white faces heffer about 3 years old one black heffer about three years old called by th<sup>e</sup> name of Hannikins heffer & an heffer called by th<sup>e</sup> name of patch about three years old & a small heffer about two years old called by th<sup>e</sup> name of brindy & one about th<sup>e</sup> same age called Pie all w<sup>ch</sup> Cows are swallow forked on th<sup>e</sup> right eare & underkeeled & a Crop & an hole on th<sup>e</sup> left eare & also one browne Cow about four years old being swallow forked on both ears & underkeeled & overkeeled on th<sup>e</sup> right eare & one red pied heffer of th<sup>e</sup> same eare marke about three years old called by th<sup>e</sup> name of old cherries heffer & alsoe two stears about six years old apeece th<sup>e</sup> one a black one & th<sup>e</sup> other browne being swallow forked & underkeeled on th<sup>e</sup> right eare & a Crop & an hole on th<sup>e</sup> left & two stears of th<sup>e</sup> same eare marke about 3 years old each the one black w<sup>th</sup> A With A Sarr in his forehead th<sup>e</sup> other browne & alsoe six Sowes of th<sup>e</sup> same eare marke & a bore All w<sup>ch</sup> sd Cattle together w<sup>th</sup> their future increase to her th<sup>e</sup> sd Ellen Lambert her heirs & Assigns to have & hold for ever And alsoe I give & grant to my sd wife her heirs & Assignes all my household stuff & Utensills w<sup>soever</sup> All w<sup>ch</sup> sd land Cattle mares horses & w<sup>t</sup> else above specified I freely give grant and Assigne over unto my sd Wife Ellen Lambert & her heirs forever w<sup>th</sup> Sufficient Warrant for th<sup>e</sup> same ag<sup>t</sup> all Claimes w<sup>soever</sup> hereby binding my self my heirs Exec<sup>trs</sup> & Adm<sup>trs</sup> to defend her th<sup>e</sup> sd Ellen Lambert her heirs & Assignes in th<sup>e</sup> lawfull peaceable & quiet possession of th<sup>e</sup> same ag<sup>t</sup> all persons w<sup>soever</sup> In witness hereof I have hereunto sett my hand & seale this twenty fifth day of Novem<sup>r</sup> Anno Domi 1670

Signed Sealed & Delivered

John L Lambert ☉

in p<sup>r</sup>sence of Us

his marke

Luke Greene

John Godshall

Gerard Browne Acknowledgeth this ensuing Conveyance to George Langham.

This Indenture made the nineteenth day of February 1669 Betweene Gerard Browne of Charls County in th<sup>e</sup> Province of Maryland Plant<sup>r</sup> of th<sup>e</sup> one part & George Langham of th<sup>e</sup> County & Province afore<sup>sd</sup> Plant<sup>r</sup> of th<sup>e</sup> other part Witnesseth That the said Gerard Browne for & in Considera<sup>con</sup> of two thousand pounds of tobacco to him in hand att & before th<sup>e</sup> Sealing & delivery of these p<sup>r</sup>snts by th<sup>e</sup> sd George Langham well & truly pd th<sup>e</sup> receipt whereof th<sup>e</sup> sd Gerard Browne doth hereby acknowledge & himself therew<sup>th</sup> fully satisfied & pd & thereof & of every parte & parcell thereof doth clearely acquit exonerate & discharge th<sup>e</sup> sd George Langham his heirs Exec<sup>trs</sup> Adm<sup>trs</sup> & Assignes forever by these p<sup>r</sup>snts Hath given granted aliened bargain'd sold enfeoffed & Confirmed & by these doth give grant aliene bargain sell enfeoffe & Confirme unto th<sup>e</sup> sd George Langham his heirs & Ass<sup>gns</sup> for ever all th<sup>t</sup> parcell of

- Liber D Land lyeing in Charls County in the woods beginning at a bounded beech standing on th<sup>e</sup> east sid of a fresh runn being th<sup>e</sup> bound tree of Cap<sup>t</sup> W<sup>m</sup> Stons Manno<sup>r</sup> Called Poynton ruñing thence west northwest binding upon th<sup>e</sup> land formerly laid out for James Lyndsey for length 320 perches to a bounded red Oake thence west southwest 150 perchs to a bound tree joyning to th<sup>e</sup> Land of Cap<sup>t</sup> Will Stone binding upon the mannor untill it come to th<sup>e</sup> first
- [p. 79] bound tree q<sup>u</sup>ing by Estima<sup>co</sup>n 100 Acres more or less now in The tenure & occupa<sup>co</sup>n of th<sup>e</sup> sd Gerard Browne w<sup>th</sup> all & singular its rights members & appurtenances together w<sup>th</sup> all houses edifices & buildings orchards gardens yards Lands tenements Feedings pastures woods underwoods & appurtenances w<sup>so</sup>ever to th<sup>e</sup> p<sup>r</sup>mises belonging or in anywise appertaining together w<sup>th</sup> all deeds Evidences writings & Charters w<sup>so</sup>ever touching or concerning th<sup>e</sup> p<sup>r</sup>mises To have & to hold th<sup>e</sup> sd land & all & singular other th<sup>e</sup> p<sup>r</sup>mises hereby granted bargained & sold w<sup>th</sup> their & every of their rights members & Appurtenances w<sup>so</sup>ever unto th<sup>e</sup> sd George his heirs & As<sup>s</sup>gns to th<sup>e</sup> sole & only p<sup>p</sup> use & behoofe of th<sup>e</sup> sd George his heirs & As<sup>s</sup>gns for ever And th<sup>e</sup> sd Gerard for himself his heirs Exec<sup>tr</sup> & Adm<sup>trs</sup> th<sup>e</sup> sd land & all & singular other th<sup>e</sup> p<sup>r</sup>mises before granted bargained & sold w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> sd George his heirs & to th<sup>e</sup> only p<sup>p</sup> use & behoofe of th<sup>e</sup> sd George his heirs & As<sup>s</sup>gns for ever ag<sup>t</sup> him th<sup>e</sup> sd Gerard his heirs & As<sup>s</sup>gns & all & every other person or persons w<sup>so</sup>ever shall & will warrant & for ever defend by these p<sup>r</sup>snts And th<sup>e</sup> sd Gerard for himself his heirs Exec<sup>trs</sup> & Adm<sup>trs</sup> doth Covenant p<sup>r</sup>mise & grant to & w<sup>th</sup> th<sup>e</sup> sd George his heirs & As<sup>s</sup>gns th<sup>t</sup> he th<sup>e</sup> sd George his heirs & As<sup>s</sup>ngs shall be well & sufficiently from time to time & att all times saved & kept harmeless by th<sup>e</sup> said Gerard his heirs Exec<sup>trs</sup> & Adm<sup>trs</sup> of & from all manner of former grants & bargains Leases Joynturs Dowrs title of Dowrs rents or arrearages of rents forfeiturs fines & of & from any other titles troubles chargs demands or other Incumbrances w<sup>so</sup>ever had done made Co<sup>m</sup>ited suffered or omitted by any person or persons w<sup>so</sup>ever touching Or concerning th<sup>e</sup>
- [p. 80] (\*) p<sup>r</sup>mises th<sup>e</sup> rents & *services which from hence forth* from time to time for or in respect of the said premises shall grow due & payable to th<sup>e</sup> cheife L<sup>d</sup> or L<sup>ds</sup> of the Fee or Fces of the said p<sup>r</sup>mises excepted & foreprized & further the said Gerard for him self his heirs Exec<sup>trs</sup> & Adm<sup>trs</sup> shall & will from time to time & att all times for & dureing th<sup>e</sup> space of five years next ensueing th<sup>e</sup> date of these p<sup>r</sup>snts att and upon th<sup>e</sup> reasonable request & att th<sup>e</sup> Costs & chargs in th<sup>e</sup> Law of th<sup>e</sup> sd George his heirs & As<sup>s</sup>gns make doe p<sup>r</sup>forme Acknowledge or cause to be made done p<sup>r</sup>formed acknowledgd all & every such further lawfull & reasonable Act & Acts thing & things Devise & Devises Assurance & Assurancs & other Conveyance in th<sup>e</sup> Law w<sup>so</sup>ever for th<sup>e</sup> further better & more perfect Assurance & Con-

veying of all & singular th<sup>e</sup> before hereby granted p<sup>r</sup>mises w<sup>th</sup> their & every of their Appurtenances unto th<sup>e</sup> sd George Langham his heirs and Assignes for ever In Witness whereof th<sup>e</sup> parties first above written have Interchangably to these p<sup>r</sup>sent Indenturs sett their hands & Seales th<sup>e</sup> day & yeare above written.

Signed Sealed & Deliver'd Gerard Browne ☉  
in th<sup>e</sup> p<sup>r</sup>sence of Us  
Stephen Mountague  
Thom<sup>s</sup> Allanson

The County Court of the Right Hon<sup>ble</sup> Caecilius absolute Lord & Proprietary of th<sup>e</sup> Province of Maryland holden at Portobacco in Charles County before the Justices of the s<sup>d</sup> Court th<sup>e</sup> 10<sup>th</sup> day of January in the xxxviii<sup>i</sup> yeare of the Dominion of his Lords<sup>p</sup>

Liber D  
[fol. 1]

Annoq Dñi 1670 being there p<sup>r</sup>sent

M<sup>r</sup> Henry Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> Joseph Harrison

M<sup>r</sup> John Stone

M<sup>r</sup> Humphry Warren

M<sup>r</sup> Francis Pope

M<sup>r</sup> John Bowles

All manner of p<sup>r</sup>sons who have any thing to doe at this Court holden here this day draw neare and give y<sup>r</sup> attendance

Upon complaynt made by M<sup>r</sup> Humphry Warren Comishon<sup>r</sup> ag<sup>t</sup> Hugh French, it was ordred th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> French give good Security for his good behavior till th<sup>e</sup> next Court,

Jeremiah Dickinson p<sup>r</sup>sents a Serv<sup>t</sup> named John Burkhaine who is Judged to be 15 yeares of age,

Jeremiah Mackmere and Phillis his wife w<sup>th</sup> th<sup>e</sup> consent of th<sup>e</sup> Court doe bynde theyre Sonn John Howard to Robert Littlepage till he shall attayne th<sup>e</sup> yeares of 21

Clement Theobalds p<sup>r</sup>sents a Serv<sup>t</sup> called George Short who is Judged to be 17 or 18 yeares of age

William Love p<sup>r</sup>sents a Serv<sup>t</sup> called Thomas Tod who is Judged to be 13 yeares of age

M<sup>r</sup> Thomas Stone p<sup>r</sup>sents a Serv<sup>t</sup> who is called James Divell who is Judged to be 14 yeares of age

John Chirman acknowledgeth this deed of 600 acres of Land unto M<sup>r</sup> Benjamin Rozer called S<sup>t</sup> Elizabeth

This Indenture made the tenth day of January in the xxxviii<sup>i</sup> yeare of the Dominion of Caecilius absolute Lord & Proprietary of the Province of Maryland & Annoq Dñi one thousand six hundred & Seaventy Betweene John Chirman of Charles County Plant<sup>r</sup> of the one part and Benjamin Rozer of th<sup>e</sup> same County Merchant one

Liber E the other part Wittnesseeth That the s<sup>d</sup> John Chirman for and in considera<sup>n</sup> of the sūme of five thousand pounds of tobacco to him in hand payd, and before the Sealeing and delivery of these p<sup>r</sup>sents by the s<sup>d</sup> Benjamin Rozer well and truly payde, the receipt whereof he the s<sup>d</sup> John Chirman doth acknowledge, And himselfe therew<sup>th</sup> fully satisfyed and payd and thereof, and of every part and parcell thereof doth clearely acquitt Exonerate and discharge the s<sup>d</sup> Benjamin Rozer his Heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> forever, by these p<sup>r</sup>sents hath given graunted aliened bargained sold enfeoffed and confirmed, And by these p<sup>r</sup>sents doth fully clearly and absolutely give graunt bargain Sell alien enfeoff and confirm unto the s<sup>d</sup> Benjamin Rozer his Heyres and Assignes forever all that parcell or tract of Land lyeing Scituate & being in Charles County afores<sup>d</sup> called S<sup>t</sup> Elizabeths on the East side of Piscataway River in A Bay of the s<sup>d</sup> River called S<sup>t</sup> Thomas Bay begining at A bounded Oake Standing on the North side and runing South East into the woodes for the length of three hundred and twenty p<sup>ches</sup> to a bounded Oake bounding on the East w<sup>th</sup> a lyne drawne North east from the s<sup>d</sup> Oake for the length of three hundred p<sup>ches</sup> to a bounded Oake on the

[fol. 2] North With a lyne drawne North west from the end of the form<sup>r</sup> lyne to a bounded Oake Standing by th<sup>e</sup> water side neare to a poynt th<sup>t</sup> makes the mouth of another inlett at the end of S<sup>t</sup> Thomas Bay called S<sup>t</sup> Josephs Creeke on the west w<sup>th</sup> the said Creeke & Bay on the South w<sup>th</sup> the s<sup>d</sup> South East lyne containing & laid out for Six hundred acres togeather w<sup>th</sup> all and singular its Rights membe<sup>rs</sup> Jurisdic<sup>t</sup>ions and appurtenances whatsoever unto the same belonging or in any wise appertaineing To have & To hould the s<sup>d</sup> parcell of land & all and singuler other th<sup>e</sup> p<sup>r</sup>misss hereby graunted bargained & Sold w<sup>th</sup> theyre and every of theyre Rights memb<sup>rs</sup> and appurtenances whatsoever unto the s<sup>d</sup> Benjamin Rozer his heyres and Assignes forever, And the s<sup>d</sup> John Chirman for himselfe his heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> the s<sup>d</sup> parcell of land and all and singular other th<sup>e</sup> p<sup>r</sup>misses before granted bargained and Sould w<sup>th</sup> the Appurtenances unto the s<sup>d</sup> Benjamin Rozer and his heyres and to the only prop<sup>r</sup> use and behoofe of the s<sup>d</sup> Benjamin Rozer his heyres and Assignes forever, ag<sup>t</sup> him the s<sup>d</sup> John Chirman his heyres and all and every other p<sup>son</sup> & p<sup>sons</sup> whatsoever shall and will warr<sup>t</sup> & forever defend by these p<sup>r</sup>sents, And the s<sup>d</sup> John Chirman for himselfe his heyres Executors and Administrators, doe Covenant graunt promise and agree to & w<sup>th</sup> the s<sup>d</sup> Benjamin Rozer his heyres and Assignes & every of th<sup>m</sup> by these p<sup>r</sup>sents in manner and form followeing, that is to say th<sup>e</sup> s<sup>d</sup> Benjamin Rozer his heyres & Assignes shall be free and cleare And freely and clearly acquitted, exonerated & discharged or otherwise from tyme to tyme well and sufficiently saved and kept harmeless by th<sup>e</sup> s<sup>d</sup> John Chirman his heyres Executors or Administrators of and from all manner of former and other guifts grantes bargaines Sales leases Mortgages

Joyntures Dowres title of Dower Recognizances Extents Judgm<sup>ts</sup> Liber E  
 execucons Rents & Arrearages of Rents forfeitures fynes, and all  
 other Titles Troubles charges and incumbrances whatsoever had  
 made comitted Suffred omitted or done by th<sup>e</sup> s<sup>d</sup> John Chirman his  
 heyres or Assignes or any other pson or psons whatsoever th<sup>e</sup> Rents  
 w<sup>ch</sup> from henceforth from tyme to tyme for or in respect of the  
 p<sup>r</sup>misses w<sup>ch</sup> shall grow due and payable to the Cheife Lord of the  
 Segniorie only excepted and and foreprized, And farther the s<sup>d</sup> John  
 Chirman for himselfe his heyres Executors & Administrators shall &  
 will from tyme to tyme and at all tymes hereaft<sup>r</sup> for & durement the  
 space of seaven yeares next ensueing the date of these p<sup>r</sup>sents at &  
 upon the reasonable request, And at the Costs & charges in the Law  
 of the s<sup>d</sup> Benjamin Rozer his heyres or Assignes make doe p<sup>r</sup>forme  
 acknowledge levie execute and Suffer all and every such farther  
 lawfull & reasonable act & acts thing & things assurance & assurances  
 in the law whatsoever for the better farther and more p<sup>r</sup>fect assure-  
 ance & conveying of all & Singular th<sup>e</sup> before hereby granted p<sup>r</sup>misses  
 w<sup>th</sup> the Rights members and Appurtenances unto th<sup>e</sup> s<sup>d</sup> Benjamin [fol. 3]  
 Rozer his heyres and Assignes forever / In witness whereof th<sup>e</sup> p<sup>r</sup>tyes  
 above mencond to these p<sup>r</sup>sent Indentures have interchangeably sett  
 theyre hands & Seales th<sup>e</sup> yeare & day first above written

Signed sealed and Delivered

John Chairman

in th<sup>e</sup> p<sup>r</sup>sence of

Philip Lines

John Douglas

Henry Bonner

Philip Gibbon

Ignatius Causine acknowledges this deed of 100 Acres of Land  
 unto John Hackister called S<sup>t</sup> Ignatius

This Indenture made this seaventh of Novemb<sup>r</sup> in th<sup>e</sup> yeare of o<sup>r</sup>  
 Lord one thousand six hundred & seaventy, betweene Ignatius Cau-  
 sine of Charles County in th<sup>e</sup> Province of Maryland Gent. of the  
 one part and John Hackister of the afores<sup>d</sup> County Coop<sup>r</sup> of the  
 other part Witnesseth, That the sayd Ignatius Causine for and in th<sup>e</sup>  
 consideracon of th<sup>e</sup> Sume of [blank] thousand [blank] hundred  
 pounds of To<sup>b</sup> to him in hand payd at & before the Sealeing and  
 delivery of these p<sup>r</sup>sents by the s<sup>d</sup> John Hackister th<sup>e</sup> receipt whereof  
 th<sup>e</sup> s<sup>d</sup> Ignatius doth hereby acknowledge & himselfe fully Satisfyed  
 and payd & thereof & of every part and parcell thereof doth clearly  
 acquitt exonerate and discharge th<sup>e</sup> s<sup>d</sup> John Hackister his heyres  
 Execut<sup>rs</sup> & Administrators forever by these p<sup>r</sup>sents Hath given  
 granted aliened bargained Sold enfeofeed & confirmd And by these  
 p<sup>r</sup>sents doth fully clearly and absolutely give grant bargain aleien  
 sell enfeofee and confirm unto John Hackister his heyres and As-  
 signes forever all th<sup>t</sup> parcell of land lyeing in Charles County  
 afores<sup>d</sup> called S<sup>t</sup> Ignatius lyeing on the west side of th<sup>e</sup> mayne

Liber E Fresh runn at the head of Portobacco or S<sup>t</sup> Thomas Creeke begining at a bounded Oake Standing on th<sup>e</sup> side of th<sup>e</sup> s<sup>d</sup> Fresh runn neare an old marked Persimon Being th<sup>e</sup> bound tree of land formerly layd out for Job Chandler Esq<sup>r</sup> bounding on the south w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Chandlers Land and a Lyne drawne west from the s<sup>d</sup> Persimon th<sup>e</sup> lenght of 200 p<sup>ches</sup> to a bounded oake on the west by a lyne drawne North from th<sup>e</sup> end of the s<sup>d</sup> west lyne for the length of eighty p<sup>ches</sup> to the Land formerly layd out for John Caine on the North w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Land one the East w<sup>th</sup> the sayd Fresh containeing and now layd out for one hundred acres more or less w<sup>th</sup> all & singular its rights members and Appurtenances together w<sup>th</sup> all houses & Edifices Orchards Gardens yarges Lands Tenem<sup>ts</sup> feedeings pastures woods underwoodes & appurtenances whatsoever to the p<sup>r</sup>misses belongeing or anywise appertaining together w<sup>th</sup> all Deedes evidences writings Charters whatsoever touching or concerning th<sup>e</sup> Premisses To have & To hold th<sup>e</sup> s<sup>d</sup> parcell of Land and all and singular other th<sup>e</sup> premisses hereby bargained & sold w<sup>th</sup> theyre and every of theyre rights members & appurtenances w<sup>soever</sup> unto th<sup>e</sup> s<sup>d</sup> John Hackister

[fol. 4] his heyres & Assignes to the sole & only prop<sup>r</sup> use & behoofe of the s<sup>d</sup> John Hackister his heyres & Assignes forever And the s<sup>d</sup> Ignatius Causine for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> Land and all and singular the p<sup>r</sup>misses before bargained & Sold w<sup>th</sup> th<sup>e</sup> appurtenances unto the s<sup>d</sup> John Hackister his heyres and Assignes and to the only p<sup>r</sup> use & behoofe of the s<sup>d</sup> John Hackister his heyres & Assignes forever ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> Ignatius Causine his heyres or Assignes and all & every other p<sup>r</sup>son or p<sup>r</sup>sons w<sup>soever</sup> (except th<sup>e</sup> L<sup>d</sup> or L<sup>ds</sup> of th<sup>e</sup> Fee or Fees) shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents and the s<sup>d</sup> Ignatius Causine for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doth Covenant & grant to and w<sup>th</sup> the s<sup>d</sup> John Hackister his heyres and Assignes shall be well and truely from tyme to tyme & all tymes saved and kept harmless by the s<sup>d</sup> Ignatius Causine his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> of and from all manner of former grants and bargaines Leases Joyntures dowers title of Dowers rents or Arreareages of rents forfeitures fynes and of and from any other titles Troubles charges demands or other incumbrances had done made comitted suffered or omitted by any p<sup>r</sup>son or p<sup>r</sup>sons w<sup>soever</sup> touching or concerning th<sup>e</sup> p<sup>r</sup>misses th<sup>e</sup> Rents & Services w<sup>ch</sup> from henceforth from tyme to tyme for or in respect of the p<sup>r</sup>misses shall grow due & payable to the L<sup>d</sup> or Lords of the Fee or Fees of the p<sup>r</sup>misses excepted & foreprized And further the s<sup>d</sup> Ignatius Causine for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> shall and will from tyme to tyme and at all tymes for and dureing the space of seven yeares next ensueing the date of these p<sup>r</sup>sents & upon the reasonable request and at the cost and chargs in the Law of him th<sup>e</sup> sayd John Hackister his heyres and Assignes make doe p<sup>r</sup>forme acknowledge or cause to be made done p<sup>r</sup>formed acknowledge all and every such farther law-



full and reasonable act or acts thing or things Devise or devises Liber E  
Assurance or Assurances and other conveyance in th<sup>e</sup> Law w<sup>t</sup>soever  
for the farther better & more p<sup>r</sup>fect assurance and conveyeinge of all  
and singular th<sup>e</sup> before hereby bargained p<sup>r</sup>misses w<sup>th</sup> theyre and [fol. 5]  
every of theyre appurtenances unto the s<sup>d</sup> Hackister his heyres and  
Assignes forever, In witness whereof th<sup>e</sup> partyes above men<sup>t</sup>oned  
have interchangeably sett theyre handes and Seales the day & yeare  
above men<sup>t</sup>oned Ignatius Causine

Signed Sealed and delivered

in the p<sup>r</sup>sence of us

Philip Gibbon

Thomas Stone

Mathew Stone

Luke Greene acknowledgeth this deed of land called th<sup>e</sup> Batchel-  
lors Agreem<sup>t</sup>

This Indenture made th<sup>e</sup> tenth day of January in the yeare of o<sup>r</sup>  
Lord one thousand six hundred & seventy betwixt Luke Greene of  
Charles County in the Province of Maryland Planter of the one part  
And Richard Midgely & Rice Waineman of the same County Plant<sup>rs</sup>  
of the other part, Witnesseth, That th<sup>e</sup> s<sup>d</sup> Luke Greene as well for &  
in considera<sup>n</sup> of th<sup>e</sup> S<sup>u</sup>me of two thousand pounds of to<sup>b</sup> & caske  
to him in hand th<sup>e</sup> Richard Midgely & Price Waineman payd th<sup>e</sup>  
receipt whereof The s<sup>d</sup> Luke Greene doth hereby acknowledge &  
himsel<sup>f</sup> therew<sup>th</sup> to be fully satisfyed contented & payd, as allso  
for divers other good causes and considera<sup>n</sup>s him thereunto move-  
ing hath bargained sold aliened enfeofed assigned and sett over and  
by these p<sup>r</sup>sents doth fully clearly and absolutely bargainne sell alien  
enfeof assigne & sett over unto the said Richard Midgely & Rice  
Waineman theyre heyres & Assigns forever all th<sup>t</sup> parcell or tract  
of land caled chosen lyeing and being in the County afores<sup>d</sup> begining  
at the north north west bound tree of the land formerly laid out for  
the s<sup>d</sup> Luke Greene and John Cable called th<sup>e</sup> Batchellors agreem<sup>t</sup>  
being a bounded red Oake runing thence Southwest one hundred  
perches to a bounded pekickory thence Southeast one hundred and  
sixty perches to a bounded red Oake thence untill it intersect a  
parrallell line conteyneing one hundred acres more or lesse w<sup>th</sup> all  
and singular th<sup>e</sup> pastures feedeings wayes water courses woodes  
und<sup>r</sup> woodes p<sup>r</sup>fits comodetyes and appurtenances to th<sup>e</sup> s<sup>d</sup> p<sup>r</sup>misses  
or any part or parcell thereof belonging or anywise appurtaineing  
And allso all th<sup>e</sup> rights Estate title intrest use p<sup>r</sup>p<sup>r</sup>ty possession claime [fol. 6]  
and demand of him th<sup>e</sup> s<sup>d</sup> Luke Greene of and in th<sup>e</sup> same together  
w<sup>th</sup> all deeds evidences manuscripts or papers touching or concerning  
th<sup>e</sup> same or any part or parcell thereof To Have and Hold the afores<sup>d</sup>  
parcell of land and all and singular th<sup>e</sup> p<sup>r</sup>misses before granted &  
sold w<sup>th</sup> theyre and every of theyre rights members and appurte-  
nances w<sup>t</sup>soever unto the s<sup>d</sup> Richard Midgely and Rice Waineman

Liber E theyre heyres and Assignes forever, and th<sup>e</sup> s<sup>d</sup> Luke Greene doth for himselfe his heyres Executors & Administrators covenant promise and grant to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Richard Midgely & Rice Waineman theyre heyres Executors Administrators & Assignes th<sup>t</sup> he the s<sup>d</sup> Luke Greene is now lawfully & Justly possest of a Just and due title & claime in law of & in th<sup>e</sup> before bargained p<sup>r</sup>misses and hath full and absolute power to bargain sell and assure th<sup>e</sup> same and th<sup>t</sup> th<sup>e</sup> p<sup>r</sup>misses now are and forever hereafter shall be and continue free and cleare, and freely and clearely acquitted exonerated & discharged of and from all and singuler former and other bargaines Sales gifts grantes leases rents mortgages Joyntures dowers claimes demandes and incumbrances w<sup>t</sup>soever by him th<sup>m</sup> or any of th<sup>m</sup> formerly had done or co<sup>m</sup>mitted or to be had done or co<sup>m</sup>mitted And th<sup>e</sup> s<sup>d</sup> Luke Greene Greene for himselfe his Execut<sup>rs</sup> & Administrat<sup>rs</sup> th<sup>e</sup> afores<sup>d</sup> parcell of land and all and Singuler th<sup>e</sup> p<sup>r</sup>misses before granted bargained & sold w<sup>th</sup> th<sup>e</sup> appurtenances unto the s<sup>d</sup> Richard Midgely and Rice Waineman theyre heyres and Assignes forever ag<sup>t</sup> him the s<sup>d</sup> Luke Greene his heyres & Assignes & ag<sup>t</sup> all and every p<sup>r</sup>son and p<sup>r</sup>sons w<sup>t</sup>soever lawfully claimeing by from or under him th<sup>m</sup> or any of th<sup>m</sup> and ag<sup>t</sup> all other p<sup>r</sup>sons w<sup>t</sup>soever shall & will warr<sup>t</sup> & forever defend by these p<sup>r</sup>sents, And th<sup>e</sup> s<sup>d</sup> Luke Greene for himselfe his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> doth covenant promise and grant to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Richard Midgly and Rice Waineman theyre heyres and assignes and every of th<sup>m</sup> shall and may by force and virtue of these p<sup>r</sup>sents from tyme to tyme and at all tymes forever hereafter lawfully peaceably and quietly have hold use occupie and injoy th<sup>e</sup> said land and all and singuler th<sup>e</sup> before granted p<sup>r</sup>misses And have receive and take the rents issues and p<sup>r</sup>fits thereof to theyre owne p<sup>r</sup>p<sup>r</sup> uses and behoofes w<sup>th</sup>out any manner of lett trouble evic<sup>c</sup>on or inturrup<sup>c</sup>on of or by the s<sup>d</sup> Luke Greene his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> or Assignes or any of th<sup>m</sup> or of or by any other p<sup>r</sup>son or p<sup>r</sup>sons w<sup>t</sup>soever, th<sup>e</sup> rents & services w<sup>ch</sup> from henceforth from tyme to tyme for and in respect of the first men<sup>c</sup>oned p<sup>r</sup>misses hereby sold shall grow due & payable to the cheife Lord or Lords of the Fee or Fees thereof for or in respect of his or theyre Seignory or Seignoryes only excepted and foreprized, In witness whereof the partyes afores<sup>d</sup> to these Indentures have interchangeably sett theyre handes and seales th<sup>e</sup> day and yeare first above written

Luke Greene

Signed Sealed and delivered

in th<sup>e</sup> p<sup>r</sup>sence of us  
 John Hanson  
 The **IP** marke  
 of John Payne

George Langham acknowledgeth this deed of Land called Pointon unto Thomas Maris

This Indenture made the second day of January one thousand Six hundred and seventy Betweene George Langham of Charles County & Province of Maryland planter of th<sup>e</sup> one part and Thomas Maris of th<sup>e</sup> same County planter of the other part witnesseth / the s<sup>d</sup> George Langham as well for & in considera<sup>o</sup>n of the quantety of three thousand three hundred poundes of to<sup>b</sup> and caske in hand payd before ensealeing and delivery hereof by the s<sup>d</sup> Thomas Maris whereof and wherew<sup>th</sup> th<sup>e</sup> s<sup>d</sup> George Langham doth acknowledge himselfe to be fully satisfied contented and payd & thereof and of every part and parcell thereof doth acquitt and discharge th<sup>e</sup> s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> & Administ<sup>rs</sup> and every of th<sup>m</sup> by these p<sup>r</sup>sents as also for divers other good causes and considera<sup>o</sup>ns him hereunto moving have granted bargained sold assigned set over and confirmed and by these p<sup>r</sup>sents doe fully clearly and absolutely grant bargain sell assigne sett over and confirm unto the s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes all th<sup>t</sup> parcell of land Scituat lyeing and being in Charles County afores<sup>d</sup> Lyeing in th<sup>e</sup> woodes begining at a bounded birch tree standing on the East side of a fresh runn being the bound tree of Cap<sup>t</sup> Wiff Stone Mannor called Poynton, runing thence west north west, bindeing on the land formerly layd out for M<sup>r</sup> James Lindsay for lenght three hundred and twenty p<sup>ches</sup>, to a bounded red oake thence west south west one hundred and fify p<sup>ches</sup> to a bound tree Joyneing upon the land of Cap<sup>t</sup> William Stone binding upon the manner untill it comes to the first bound tree containeng by estima<sup>o</sup>n one hundred acres be th<sup>e</sup> same more or lesse now in the Tennor or occupa<sup>o</sup>n of George Langham or his Assignes being a parcell of land purchased of Gerrard Browne and taken up by him the s<sup>d</sup> Gerrard Browne called Drury lane will appeare by certificate entered in the office beareing date the tenth of March last past All and Singuler w<sup>th</sup> s<sup>d</sup> parcell of land together w<sup>th</sup> all and singuler the houses buildings or Edifices w<sup>t</sup>soever thereunto belonging or appurtaineing together w<sup>th</sup> all the Orchards Gardens pastures feedings Co<sup>m</sup>ons commons of pastures Range for Hoggs woods under woodes water watercourses fishing fowleing easm<sup>ts</sup> profitts co<sup>m</sup>odetyes and hereditam<sup>ts</sup> w<sup>t</sup>soever unto the s<sup>d</sup> parcell of Land belongeing or appertaineing, To Have & to Hold the s<sup>d</sup> parcell of Land and all and singuler the p<sup>r</sup>misses aforemen<sup>c</sup>oned to be hereby bargained and sold w<sup>th</sup> th<sup>e</sup> appurtenances and every part and parcell thereof w<sup>t</sup>soever before named or recited unto the s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> & Assignes for ever yeilding and payeing yearly th<sup>e</sup> Lord Proprietaries Rent for the s<sup>d</sup> parcell of land in manner and form as shall be in the Pattent expressed, and the s<sup>d</sup> George Langham for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doth covenant grant and agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> & Assignes and every of th<sup>m</sup> by these p<sup>r</sup>sents th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes shall and may lawfully

Liber E

[fol. 8]

[fol. 9]

Liber E peaceably and quietly have hold occupy possess and injoy all and Singuler the p<sup>r</sup>misses before bargained and Sold and every part and parcell thereof w<sup>th</sup> every th<sup>e</sup> rights memb<sup>rs</sup> and appurtenances w<sup>thout</sup> th<sup>e</sup> lawfull lett suite trouble evic<sup>con</sup> expull<sup>con</sup> interup<sup>con</sup> or demand of or by th<sup>e</sup> s<sup>d</sup> George Langham or by his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> of or by any or either of th<sup>m</sup> or of or by any other p<sup>erson</sup> or p<sup>ersons</sup> w<sup>soever</sup> lawfully claimeing from by or und<sup>r</sup> th<sup>m</sup> or any of th<sup>m</sup> or theyre or any of theyre uses or by from or there or any of there titles Estates meanes or procurem<sup>ts</sup> as allso acquitted and discharged or w<sup>thin</sup> convenient tyme after reasonable request made well and sufficiently saved and kept harmless of and from all manner of former and other bargaines Sales Estates former leases titles dowers rights or title of dowers Joyntures uses intayles wills rents charges rent Services arrearages of rents Statutes Recognizances Judgm<sup>ts</sup> Execu<sup>cons</sup> Titles troubles charges and demandes w<sup>soever</sup> hath made done wittingly or willingly suffered by th<sup>e</sup> s<sup>d</sup> Langham his heyres or Assignes or any of th<sup>m</sup> or to theyre or any of theyre uses, or by theyre or any of theyre titles Estates meanes or procurem<sup>ts</sup> and the s<sup>d</sup> Langham for himselfe his heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> all and singuler th<sup>e</sup> before bargained p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances, and every part and parcell thereof unto the s<sup>d</sup> Thomas Maris his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and assignes to th<sup>e</sup> intent and meaning afores<sup>d</sup> shall and will forever warr<sup>t</sup> and defend by these p<sup>r</sup>sents In witness whereof the partyes first above named to these p<sup>r</sup>sent Indentures have interchangeably set theyre handes and Seales th<sup>e</sup> day & yeare first above written

George Langham

Signed Sealed and delivered

in th<sup>e</sup> p<sup>r</sup>sence of us w<sup>th</sup> turffe and twigg  
 Gerrard Browne  
 John Godsall

Edmond Lindsay and Gerrard Browne acknowledge this deed of Land unto John Walters

[fol. 10] This Indenture made this eight day of January one thousand six hundred and seventy betwixt Gerrard Browne of Charles County planter and Edmond Lindsay of the same County and Province Plant<sup>r</sup> of the one party, and John Waters of th<sup>e</sup> same County and Province of th<sup>e</sup> other party Witnesseth that the s<sup>d</sup> Gerrard Brown And Edmond Lindsay as well for and in considera<sup>con</sup> of the quantety of two thousand pounds of to<sup>b</sup> and caske to them in hand payd by the s<sup>d</sup> John Waters th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup> Gerrard Browne and Edmond Lindsay doth hereby acknowledge and thereof and of every part and parcell thereof doth hereby absolutely and clearly exonerate acquitt and discharge the s<sup>d</sup> John Waters his heyres Exec<sup>ts</sup> Administrat<sup>rs</sup> and Assignes by these p<sup>r</sup>sents hath given granted bargained aliened enfeofeed sold and confirmed and by these p<sup>r</sup>sents

doth give graunt alien bargain sell ēfeoffee and confirm unto John Waters his heyres & Assignes forever All th<sup>t</sup> parcell of Land being part of a greater devident called Allesons Folly lyeing Scituate and being on the East side of Piscatteaway river on the south side of Creeke Chingamuxin Creeke containeing as by Patent granted to Thomas Allanson doth appeare more or lesse three hundred acres of the s<sup>d</sup> dividend being in the possession of Thomas Allcox begining at the s<sup>d</sup> Allcox westermust tree being a black walnut and runing west south west downe the Creeke th<sup>e</sup> len of fourty pches unto a marked white Oake standing in the Indian feild by the water side bounded on the w<sup>th</sup> a lyne drawne south East into the woods the lenght of three hundred pches to a marked Oake on the South containeing and layd out for one hundred acres be it more or lesse all and singuler w<sup>ch</sup> said parcell of land together w<sup>th</sup> all its rights members Jurisdicōns and appurtenances w<sup>th</sup> all howses thereon erected all easem<sup>ts</sup> backsides orchardes medows feedeings pastures woodes underwoodes wayes pfitts comōdetyes hereditam<sup>ts</sup> and appurtenances w<sup>soever</sup> unto the s<sup>d</sup> parcell of land belonging or any way appertaineing, and allso all the Estate Right title Use propty possession claime and demand w<sup>soever</sup> of th<sup>m</sup> the s<sup>d</sup> Gerrard Browne & Edmond Lindsay of in or to th<sup>e</sup> same all wrighteings or deedes toucheing the same To have and to hold th<sup>e</sup> s<sup>d</sup> parcell of land and all and singuler the bargained p<sup>r</sup>misses and the s<sup>d</sup> John Waters his heyres and assignes forever to the only p<sup>p</sup> use and behoofe of him the s<sup>d</sup> John Waters his heyres and Assignes forever and the said Gerrard Browne and Edmond Lindsay for th<sup>m</sup>selves theyre heyres Executors and Administrat<sup>rs</sup> doth hereby covenant grant to and w<sup>th</sup> the said John Waters his heyres and Assignes that the s<sup>d</sup> Gerrard Browne and Edmond Lindsay theyre heyres Execut<sup>rs</sup> and Administrators th<sup>t</sup> the s<sup>d</sup> parcell of land and all other the bargained p<sup>r</sup>misses unto him the s<sup>d</sup> John Waters his heyres and Assignes ag<sup>t</sup> all p<sup>rs</sup>ons w<sup>soever</sup> shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents the rents and Services hereof or to becom due and payable to the Lord Proprietary for the same allwayes excepted and foreprized and farther th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Gerrard Browne and Edmond Lindsay theyre heyres and Assignes shall and will from tyme to tyme and at all tymes hereafter dureing the space of seaven yeares at the reasonable request and at the p<sup>p</sup> cost and charge of him the s<sup>d</sup> John Waters in the Law his heyres and Assignes make doe execute and suffer and cause to be made done executed or suffered all and every such farther and other act or acts thing or things w<sup>soever</sup> or assureance or assureances w<sup>soever</sup> requisite in the p<sup>r</sup>misses for the better assureing and the more sure making of the afore bargained p<sup>r</sup>misses unto him the s<sup>d</sup> John Waters his heyres and Assignes forever be it by enrolem<sup>t</sup> of these p<sup>r</sup>sents fine feofem<sup>t</sup> or other wayes or by councell learned in the Law shall be reasonably devised advised or required In witness whereof the parties to

Liber E

[fol. 111]

Liber E [fol. 12]	these Indentures have Interchangeably sett theyre handes and Seales the day and yeare above written Signed Sealed and delivered w <sup>th</sup> possession by livery & seizen by turfe and twigg in th <sup>e</sup> p <sup>r</sup> sence of us Thomas Allanson Edward Price	Gerrard Browne th <sup>e</sup> marke + of Edmond Lindsay
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Ignatius Causine doth acknowledge this deed of land unto John Vaudry called S<sup>t</sup> Nicholas

This Indenture made the twenty seventh day of Decemb<sup>r</sup> Anno one thousand six hundred and seventy Betweene Ignatius Causine of Charles County in Province of Maryland Gen<sup>t</sup> of the one part and John Vaudry Carpenter of th<sup>e</sup> same County of the other part Witnesseth that the s<sup>d</sup> Ignatius Causine as well for and in considera<sup>o</sup>n of a certaine sūme of to<sup>b</sup> and caske in hand p<sup>d</sup> before the sealeing and delivery hereof by the s<sup>d</sup> John Vaudry whereof and wherew<sup>th</sup> th<sup>e</sup> said Ignatius Causine doth acknowledge himselfe satisfied cotented and p<sup>d</sup> and thereof and of every part and thereof and of every part & parcell thereof doth acquitt and discharge the said John Vaudry his heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> and every of them by these p<sup>r</sup>sents as allso for divers other good causes and considera<sup>o</sup>ns him hereunto moveing, Have graunted bargained sold assigned sett over and confirmed and by these p<sup>r</sup>sents doe fully clearely and absolutely grant bargain sell assigne sett over and confirme unto the said John Vaudry his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes all th<sup>t</sup> parcell of land called S<sup>t</sup> Nicholas Scituate lyeing and being in Charles County aforemen<sup>t</sup>ioned lyeing in the woodes on the west side of a fresh runn of Portobacco begining at a bounded Oake and runing west in bredth the length of one hundred and fifety perches to a bounded Oake bounding on the west w<sup>th</sup> a lyne drawne North from the sayd Oake for the length

[fol. 13] of three hundred and twenty p<sup>ch</sup>es to a bounded Oake on the North w<sup>th</sup> a lyne drawne East, from the end of the former lyne to a bounded Poplar Standing by a fresh runn called S<sup>t</sup> Nicholas fresh on the East w<sup>th</sup> a lyne drawne South from the s<sup>d</sup> Poplar for the length of three hundred & twenty Perches to a bounded oake th<sup>t</sup> intersects a paralell lyne drawne from the first bounded Oake on the South w<sup>th</sup> the sayd paralell lyeing on the backe side of the land formerly layd out for Job Chandler Esq<sup>z</sup> containeing by Estima<sup>o</sup>n three hundred acres be the same more or lesse, Now in Tenure and occupa<sup>o</sup>n of him the said Causine or his Assignes As by Patent graunted unto him the s<sup>d</sup> Causine for the same beareing date the twentyeth day of July one thousand six hundred sixty and fowre, will appeare all and singular w<sup>ch</sup> s<sup>d</sup> parcell of land together w<sup>th</sup> all and singular w<sup>ch</sup> sayd buildings Structures or Edifices w<sup>t</sup>soever thereunto be-

longing or appertaineing Together w<sup>th</sup> all the Orchardes Gardens Liber E  
pastures feedeings comōns comōns of pastures range for hoggs  
woodes underwoodes waters watercourses fishings fowleings wayes  
easem<sup>ts</sup> proffitts comōdetyes and Hereditam<sup>ts</sup> w<sup>t</sup>soever unto the sayd  
parcell of land belonging or any manner of way appertaineing To  
Have and to Hold the s<sup>d</sup> parcell of land and all and singular the  
p<sup>r</sup>misses beforemen<sup>tioned</sup> to be hereby bargained and sold w<sup>th</sup> th<sup>e</sup>  
appertenances and every part and parcell thereof w<sup>t</sup>soever before  
named or recited unto the sayd John Vaudry his heyres and As-  
signes forever, Yeylding and payeing the L<sup>d</sup> Proprietary rent for  
the same land yearly in mann<sup>r</sup> and forme as in the Patent afores<sup>d</sup>  
is exprest, And the s<sup>d</sup> Ignatius Causine for himselfe his heyres  
Execut<sup>rs</sup> and Administrat<sup>rs</sup> doe covenant grant and agree to and  
w<sup>th</sup> the s<sup>d</sup> John Vaudry his Execut<sup>rs</sup> Administrat<sup>rs</sup> & Assignes and  
every of th<sup>m</sup> by these p<sup>r</sup>sents th<sup>t</sup> the s<sup>d</sup> John Vaudry his Execut<sup>rs</sup> [fol. 14]  
Administrators & Assignes shall and may lawfully peaceably and  
quietly have hold occupie possess and enioy all and singular th<sup>e</sup>  
afores<sup>d</sup> p<sup>r</sup>misses by these p<sup>r</sup>sents bargained & sold, And every part  
and parcell thereof w<sup>th</sup> every th<sup>e</sup> Rights memb<sup>rs</sup> and appurtenances,  
w<sup>th</sup>out the Lawfull lett suite trouble Eviccon expullstion inter-  
rup<sup>tion</sup> or demand of or by the said Causine or of or by his heyres  
Execut<sup>rs</sup> and Administrat<sup>rs</sup> or any or either of them, or of or by  
any other p<sup>erson</sup> or p<sup>ersons</sup> lawfully claimeing from by or under th<sup>m</sup>  
or any of th<sup>m</sup> or any of theyre uses or by from or under theyre  
or any of their Titles Estates meanes or p<sup>ro</sup>curem<sup>ts</sup> as also acquitted  
and dischargd or w<sup>th</sup>in any convenient tyme aft<sup>r</sup> reasonable request  
made well and sufficiently kept harmless off and from all and all  
man<sup>r</sup> of former and other bargaines sales Estates former Leases  
Titles troubles Charges and demandes w<sup>t</sup>soever had made done  
com<sup>mitted</sup> or wittingly or willingly suffered, by th<sup>e</sup> s<sup>d</sup> Causine his  
heyres or Assignes or any of th<sup>m</sup>, or to theyre or any of theyre uses,  
or by theyre or any of theyre Titles Estates meanes or p<sup>ro</sup>curem<sup>ts</sup>  
and the said Ignatius Causine for himselfe his heyres Execut<sup>rs</sup> and  
Administrat<sup>rs</sup> all and singuler th<sup>e</sup> afore bargained p<sup>r</sup>misses w<sup>th</sup>  
theyre appurtenances, And every part and parcell thereof unto th<sup>e</sup>  
s<sup>a</sup> John Vaudry his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes to  
the intent and meaneing afores<sup>d</sup> shall and will warr<sup>t</sup> and forever  
defend by these p<sup>r</sup>sents In witnes whereof th<sup>e</sup> partyes above men-  
tioned have interchangeably sett theyre handes and Seales th<sup>e</sup> day  
and yeare first above written Ignatius Causine  
Signed Sealed & delivered  
in the p<sup>r</sup>sence of us  
Mathew Stone  
Francis Adames

M<sup>r</sup> Thomas Stone doth acknowledge this deed of Land unto M<sup>r</sup> [fol. 15]  
Thomas Allanson called Stones delight

**Liber E** This Indenture made the eight day of January in th<sup>e</sup> nine and thirtyeth yeare of th<sup>e</sup> Dominion of Caecillius absolute Lord and Proprietary of th<sup>e</sup> Provinces of Maryland & Avalon Lord Barron of Baltemore & Anno Do<sup>m</sup>i one thousand six hundred and seventy Betweene Thomas Stone of Charles County in the Province of Maryland Gen<sup>t</sup> of the one part and Thomas Allanson of the said County Gen<sup>t</sup> of the other part, witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Thomas Stone as well for & in considera<sup>o</sup>n of th<sup>e</sup> quantety of fowre Thousand pounds of to<sup>b</sup> in caske to him in hand payd by the sayd Thomas Allanson the receipt whereof th<sup>e</sup> said Thomas Stone doth hereby acknowledge and thereof and of every part and parcell thereof doth hereby absolutely and clearly exonerate acquitt & discharg th<sup>e</sup> said Thomas Allanson his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes By these p<sup>r</sup>sents hath given graunted bargained alyened sold enfeoffed and confirmed and by these p<sup>r</sup>sents doth give graunt bargain alyen and sell enfeoffe and confirme unto him th<sup>e</sup> said Thomas Allanson his heyres and Assignes forever all th<sup>t</sup> parcell of Land called Stones delight lyeing in Charles County aforementioned on the East side of Piscadoway River beginning at a marked ash standing on the south side of a Creeke in the said River called Piscatoway Creeke being the bound tree of William Calvert Esq and runing south west into the woodes for the length of three hundred & 20 pches to a marked Oake standing in the woods being the exterior lyne of Wiff Calvert Esq bounding on th<sup>e</sup> South w<sup>th</sup> a lyne drawne South East from the said Oake for the length of two hundred and fivety pches to a marked Oake on the East w<sup>th</sup> a lyne drawne North East from the End of th<sup>e</sup> former lyne for the Length

[fol. 16] of three hundred and twenty pches to a marked Oake Standing by the Creeke side on the North w<sup>th</sup> the said Creeke on the west w<sup>th</sup> the land of Wiff Calvert Esq containeing and now layd out for five hundred acres be the same more or less now in the Tennor or occupation of him th<sup>e</sup> s<sup>d</sup> Thomas Stone or his Assignes together w<sup>th</sup> all the Rights and benefitts thereunto belonging and allso all Patents deedes writeings and evidences touching or concerning the same To Have and to hold the s<sup>d</sup> parcell of land and all and singular the bargained p<sup>r</sup>misses unto him the said Thomas Allanson his heyres and Assignes forever, To the only p<sup>p</sup> use and behoofe of him the said Thomas Allanson his heyres and Assignes forever, And the said Thomas Stone doth for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doth hereby covenant and graunt to and w<sup>th</sup> the s<sup>d</sup> Thomas Allanson his heyres and Assignes, That he th<sup>e</sup> said Thomas Stone his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> the s<sup>d</sup> parcell of land and all other the bargained p<sup>r</sup>misses unto him the said Thomas Allanson his heyres and assignes ag<sup>t</sup> all psons w<sup>so</sup>ever shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents, The Rents and Services hereafter to become due and payable to the Lord Proprietary for th<sup>e</sup> same allwayes excepted and foreprized, and farther That the said Thomas Stone



his heyres and Assignes shall and will from tyme to tyme and at all tymes hereafter dureing the space of seven yeares at the reasonable request and at the Prop<sup>r</sup> Cost and Charge of him the sayd Thomas Allanson in the Law his heyres and Assignes make doe execute and Suffer, and cause to be made done executed or suffered All and such farther Act and Acts thing or things device or devices assureance or assureances w<sup>t</sup>soever requesite in the p<sup>r</sup>misses for the better assuring and more sure makeing of the said bargained p<sup>r</sup>misses unto him the said Tho: Allanson his heyres and Assignes forev<sup>r</sup>, Be it enrolemt<sup>t</sup> of these p<sup>r</sup>sents fine feofem<sup>t</sup> or otherwayes, or by any such lawfull way or meanes as by him th<sup>e</sup> said Thomas Allanson his heyres and Assignes or his or theyre Councell learned in the law shall be reasonably devised advised or required In Witness whereof th<sup>e</sup> partyes to these Indentures have interchangeably sett theyre handes and Seales th<sup>e</sup> day and yeare above written [fol. 17]

Signed Sealed & delivered	} Thomas Stone (locus sigilli)
in th <sup>e</sup> p <sup>r</sup> sence of us	
Thomas Robinson	
Edward Robarts	

Memorandum That full and peaceable possession in Luivery and Seizen of landes and Tenem<sup>ts</sup> w<sup>th</sup>in men<sup>o</sup>ned w<sup>th</sup> th<sup>e</sup> appurtenances, was given and delivered by th<sup>e</sup> w<sup>th</sup>in named Thomas Stone to the w<sup>th</sup>in named Thomas Allanson according to the forme and Effect of the w<sup>th</sup>in written deed this tenth day of January Anno<sup>q</sup> Dñi 1670 In th<sup>e</sup> p<sup>r</sup>sence of us

Thomas Stone

Tho: Robinson

Edward Robartes

To All Cristian people to whome these p<sup>r</sup>sents shall come I Andrew I Andrew Watson send greeting In our Lord God Everlasting Know Yee th<sup>t</sup> I Andrew Watson of the County of Stafford In Virginia Planter, for and in Considera<sup>o</sup>n of the love good will and Affec<sup>o</sup>n th<sup>t</sup> I beare toward William Pinner th<sup>e</sup> Youngest Sonn of Richard Pinnar late deceased as allso for divers good causes and considera<sup>o</sup>ns me thereunto moveing; Have given graunted and confirmed and by these p<sup>r</sup>sents doe give graunt and confirme unto Allexander White of Charles County in th<sup>e</sup> Province of Maryland Planter, All th<sup>t</sup> parcell or tract of Land Called & knowne by the name of Watsons Addition Scituate lyeing and being in the said Charles County on the North side of Potomack River begining at a marked Pickikery Standing by the water being the bound tree of th<sup>e</sup> free hold granted to the said Andrew Watson and John Tomkinson and runing North East downe the said river for breadth th<sup>e</sup> length of thirty seven p<sup>ch</sup>es to a marked Oake Standing by th<sup>e</sup> water side neare a marsh called Watsons Marsh bounding on the East w<sup>th</sup> the s<sup>d</sup> Marsh and a lyne drawne North west into th<sup>e</sup> woods for th<sup>e</sup> length of three hundred and twenty p<sup>ch</sup>es to a marked Oake, on th<sup>e</sup> North [fol. 18]

Liber E w<sup>th</sup> a lyne drawne South west w<sup>th</sup> a lyne drawne from the former lyne to the Exterior bound tree of the afores<sup>d</sup> land laid out for the afores<sup>d</sup> Andrew Watson and John Tomkinson on the west w<sup>th</sup> the s<sup>d</sup> Land on the south w<sup>th</sup> the said River conteyning by estemacon seventy five Acres of land more or less as by pattent for the same under the greate seale of th<sup>e</sup> said Province granted unto me the said Watson, and beareing date the sixth day of June of th<sup>e</sup> xxxii yeare of the Dominion of Caecilius Absolute Lord and Proprietary of the s<sup>d</sup> Province of Maryland Relacon being thereunto had may appeare together w<sup>th</sup> all th<sup>e</sup> Rights Members and appurtenances to the said parcell of land or to any part or parcell thereof in any wayes belonging or apptaineing to th<sup>e</sup> onely use intent and purposes hereafter in these p<sup>r</sup>sents menconed limited expressed and declared, That is to say the said Allexander White and his Assignes to have and hold, the said land and p<sup>r</sup>misses intrusted for the onely use and behoofe of the said William Pinnar dureing his Nonage and soe soone as the said William shall attaine to the full & compleate age of one and twenty yeares, th<sup>e</sup> said land and Tenem<sup>ts</sup> to com into the hands custody and possession of the said William Pinnar himselfe to have and to hold to him and to his heyres and Assignes forever freely quietly and peaceably w<sup>th</sup>out any manner of challenge of me the s<sup>d</sup> Andrew Watson or my heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> by any meanes Title or procurem<sup>t</sup> th<sup>e</sup> s<sup>d</sup> William or th<sup>e</sup> s<sup>d</sup> Allexander

[fol. 19] White, Trustee and the Heyres Executors & Administrators & Assignes of the said William Pinnar yeylding & payeing yearly unto the cheife Lord or Lords thereof all such Rents Services w<sup>ch</sup> from henceforth from tyme to tyme shall grow due & payable for & in respect of his or theyre Seigniory or Seigniories In witness whereof I the said Andrew Watson have hereunto set my hand and seale this first day of March in the yeare of our Lord God one thousand six hundred sixty & eight

Signed sealed & delivered }  
     in th<sup>e</sup> p<sup>r</sup>sence of us }  
         Sam: Hayward }  
         John Harris }

Signum  
 Andrew AV Watson

The marke of William Pinnar to swallow forkes in each eare & a hole in each eare an under snip

Richard Pinnar his marke of Cattle a swallow forke & hole in each eare, the marke of Ann Pinnar a crop and a hole in each eare

Martha Barton th<sup>e</sup> wife of Nathan: Barton acknowledge this tract or parcell of Land unto William Barton Junior Called or knowne by th<sup>e</sup> name of Johsons Towne

This Indenture Made th<sup>e</sup> third day of January Annoq Dñi one thousand six hundred & seventy Betweene Nathan: Barton of Charles County in th<sup>e</sup> Province of Maryland Carpenter of th<sup>e</sup> one

part, and William of th<sup>e</sup> same County Planter of th<sup>e</sup> other part Liber E  
witnesseth That the said Nathan Barton, As well for and in con-  
sidera<sup>o</sup>n of quantety of eight thousand poundes of tobacco & Caske,  
in hand already paid before th<sup>e</sup> ensealleing & delivery of these  
p<sup>r</sup>sents by th<sup>e</sup> said William Barton whereof & wherew<sup>th</sup>, The s<sup>d</sup>  
Nathan: Barton, doth acknowledge himselfe, satisfied contented  
and paid, & thereof & of every part & parcell thereof doth acquitt and [fol. 20]  
discharge the said William Barton his heyres Execut<sup>rs</sup> & Adminis-  
trators & every of them by these p<sup>r</sup>sents, As allsoe for divers other  
good causes and considera<sup>o</sup>ns him thereunto moveing, have granted,  
bargained, bargaind sold assigned sett over & confirmed, And by  
these p<sup>r</sup>sents doe fully clearly and absolutely grant bargainne sell  
assigne sett over and confirme unto the s<sup>d</sup> Will: Barton his heyres  
Execut<sup>rs</sup> Administrat<sup>rs</sup> & Assignes two hundred twenty & five acres  
of land formerly bought of Henry Hawkinge Scituate lyeing & being  
in Charles County afores<sup>d</sup> lyeing on the North side of Potomacke  
River, & on th<sup>e</sup> west side of the mayne fresh of Wicocomaco River,  
next adjoyneing to the land formerly layd out to John Clarke of  
this Province Gent: begining at a marked Oake In th<sup>e</sup> s<sup>d</sup> John  
Clarke's lyne, runing East & by north for breath on hundred & fifty  
p<sup>h</sup>ches to a marked Oke by a hill side bounding on the East by a lyne  
drawne North & by th<sup>e</sup> west from th<sup>e</sup> s<sup>d</sup> Oake for the lenght of three  
hundred and twenty p<sup>h</sup>ches to a marked Oake on the North by a lyne  
drawne west and by south from the sayd Oke to the mayne fresh,  
and continueing the mayne fresh for the westernne lyne till y<sup>w</sup> come  
to first Oke on the south by the East and North lyne contayneing by  
estima<sup>o</sup>n two hundred twenty and five Acres be it more or less,  
together w<sup>th</sup> all & singuler th<sup>e</sup> houses buildings Structures & Edifices  
w<sup>ts</sup>soever thereunto belonging or ap<sup>p</sup>tayneing, To have & to hold the  
sayd p<sup>h</sup>cell of land w<sup>th</sup> all & singuler th<sup>e</sup> afore menconed p<sup>r</sup>misses  
to be hereby bargaynd & sold w<sup>th</sup> th<sup>e</sup> appurtenances and every part [fol. 21]  
and parcell thereof w<sup>ts</sup>soever before men<sup>o</sup>ned or recited unto the  
s<sup>d</sup> Will: Barton, and his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes  
forever, And the sayd Nathan: Barton for himselfe his heyres  
Executors and Administrators, doth Covenant and grant to and  
w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> William Barton his heyres Executors Administrat<sup>rs</sup> and  
Assignes, and every of th<sup>m</sup> by these p<sup>r</sup>sents, that the sayd William  
Barton his heyres Executors and Assignes shall and may lawfully  
and peaceably have hold occupy possess and enjoy, all & Singuler the  
p<sup>r</sup>misses before by these p<sup>r</sup>sents bargain'd & sold and every part  
and parcell thereof, w<sup>th</sup> every th<sup>e</sup> Rights members and appurtenances  
w<sup>th</sup>out lawfull lett, suite trouble Evic<sup>o</sup>n inturru<sup>p</sup>o<sup>n</sup>, or demand  
of or by the said Barton or of or by his heyres Executors Adminis-  
trat<sup>rs</sup> or any or either of th<sup>m</sup> or of or by any other p<sup>h</sup>son or p<sup>h</sup>sons  
lawfully claymeing from by or under th<sup>m</sup> or any of th<sup>m</sup>, or theyr  
or any of theyre uses, or by from or under these or any of these  
Title Estate or p<sup>h</sup>curem<sup>ts</sup> as allsoe acquitted and discharged or w<sup>th</sup>in

Liber E convenient tyme, after reaseonable request made well & sufficiently saved & kept harmeless of and from all manner of former and other bargaynes, Sales Estates former leases Titles dowers Rights or Titles of Dowers, Joyntures uses Intayles wills Rents Charges Arreareges  
 [fol. 22] of Rents Statutes Recognizances Judgm<sup>ts</sup> Execu<sup>cons</sup> Titles troubles charges and demandes w<sup>te</sup>ver had made done Comitted or wittingly Suffer'd by th<sup>e</sup> sayd Nathan : Barton his heyres Execut<sup>rs</sup> or Assignes or any of th<sup>m</sup>, or of or by any other p<sup>son</sup> or p<sup>sons</sup> w<sup>so</sup>ever lawfully claymeing by from or under th<sup>m</sup> or any of them, or theyre or any of theyre uses, or by theyre or any of theyre Titles Estates meanes or p<sup>cu</sup>rem<sup>t</sup>, and the said Nathan: Barton for himselfe his heyres Execut<sup>rs</sup> Administ<sup>rs</sup> all and Singuler th<sup>e</sup> afore bargayned p<sup>r</sup>misses, w<sup>th</sup> theyre Appurtenances, And every part and parcell thereof unto the said Will: Barton his heyres Administ<sup>rs</sup> and Assignes, to th<sup>e</sup> Intent and meaneing afores<sup>d</sup> shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents th<sup>e</sup> Rent and services w<sup>ch</sup> from henceforth from tyme to tyme for and respect of the aforemen<sup>con</sup>ed p<sup>r</sup>misses hereby Sold w<sup>ch</sup> shall becom due and payable to the cheife Lord or Lordes, of the fee or fees thereof for or in respect of his or theyre Seignoryes or Seignoryes only excepted, and foreprized In witness whereof th<sup>e</sup> above men<sup>con</sup>ed have sett theyre hands & Seales th<sup>e</sup> day & yeare first above written  
 Nathan Barton  
 Signed Sealed & delivered

in th<sup>e</sup> p<sup>r</sup>sence of us  
 John Gosling  
 John Wallters

memorand<sup>m</sup> the alienacon of this land payd by w<sup>m</sup> Barton Jun<sup>r</sup> in Court.

This Indenture made th<sup>e</sup> nyynth day of January anno one thousand six hundred and Seventy, Between Sam: Fendall of Charles County  
 [fol. 23] in the Province Maryland Gent: Of the one part, And William Barton of the same County Gent: of the other part, Witnesseth That th<sup>e</sup> sayd Samuell Fendall as well for & in considera<sup>con</sup> of th<sup>e</sup> quantety of seaven thousand poundes of tobacco and Caske in hand payd before th<sup>e</sup> ensealeing and delivery of these p<sup>r</sup>sents by th<sup>e</sup> sayd William Barton, whereof and wherew<sup>th</sup> th<sup>e</sup> sayd Samuell Fendall doth acknowledge himselfe to be fully satisfyed & payd and thereof and of every part and parcell thereof doth acquitt and discharge th<sup>e</sup> said William Barton, his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and every of th<sup>m</sup> by these p<sup>r</sup>sents as allsoe for divers other good Causes and considera<sup>cons</sup> him hereunto moveing, have granted bargayned Sold assigned sett over and confirmed, and by these p<sup>r</sup>sents doth fully clearely and absolutely Grant bargainne sell assigne sett over and confirme unto the sayd William Barton his heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> and Assignes all those two parcells of Land Scituated lying and being in Charles County afore men<sup>con</sup>ed one parcell lying on the west side of Wicocomaco River and on the west side of Sacaio Swamp called by th<sup>e</sup> name of Daniell Mounte begining at

a marked Oke in the woods by th<sup>e</sup> head of a swamp bounding on the South by a lyne drawne west for breath fifty pches to a marked Peckickory tree by a hill side on the west by a lyne North, from the Peckickory, for lenth three hundred & twenty pches to an Oke by a runn side In a swamp on the North by a lyne drawne East from the s<sup>d</sup> Oke for breath fifty pches to a marked Pickickory by a swamp on the East by a lyne drawne by a lyne drawne south from th<sup>e</sup> s<sup>d</sup> Pickikory unto the first marked Oke, containeing and layde out for one hundred acres be the same more or less The other parcell Called Johnsons retyrem<sup>t</sup> begining at a marked Pickikory being th<sup>e</sup> bound tree of Danyell Mount and runing south for the length of thyrty pches to a bounded locust & from the sayd locust runing East for the length of nynety pches to a marked Oke standing in th<sup>e</sup> mayne Swamp of Sacao bounding on the East by a lyne drawne north from the sayd Oke, to a bounded Oke being th<sup>e</sup> first bound tree, of Daniells Mount aforesayde continueing the sayd North lyne from the sayd Oke for length two hundred & twenty pches to a bounded Oke on the North by a lyne East from the end of the former lyne for the length fifty pches, to a bounded Gumm on the East by a lyne drawne South from the End of the sayd East lyne, two hundred & eighty pches to a bounded Oke th<sup>t</sup> intersects a paralell lyne drawne west to the bounded Oke, standing in Sacao Swamp, on the South and the west w<sup>th</sup> th<sup>e</sup> sayd North lyne, contayneing and layd out for one hundred acres more or lesse, Now in th<sup>e</sup> Tenor & occupa<sup>co</sup>n of him the s<sup>d</sup> Sam: Fendall his heyres or Assignes, all and singuler the s<sup>d</sup> parcells of land together w<sup>th</sup> all and singuler the houses buildings Structures and Edifices thereunto belonging or apptayning together w<sup>th</sup> all th<sup>e</sup> Gardens pastures Orcharden feedings Co<sup>m</sup>ons of pastures ranges for hoggs woods underwoods water courses fishings fowlings Easem<sup>ts</sup> pfitts comodetyes & hereditam<sup>ts</sup> w<sup>so</sup>ever unto th<sup>e</sup> s<sup>d</sup> parcell of land belonging or in any manner of way apptayneing, To Have & to hold, the s<sup>d</sup> parcell of Land and all and singuler th<sup>e</sup> afore men<sup>co</sup>ned p<sup>r</sup>misses to be hereby bargayned and Sold, w<sup>th</sup> th<sup>e</sup> appurtenances and every part and parcell thereof w<sup>so</sup>ever before named or recited unto the s<sup>d</sup> William Barton his heyres Execut<sup>rs</sup> & Administ<sup>rs</sup> forever, and the s<sup>d</sup> Sam: Fendall for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doe covenant grant and agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> William Barton his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes & every of them by these p<sup>r</sup>sents, That he the s<sup>d</sup> William Barton his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes shall and may quyetyly & lawfully peaceably have hold occupye possess & Enjoy all and singuler the p<sup>r</sup>misses before by these p<sup>r</sup>sents bargained and Sold, And every part and parcell thereof, w<sup>th</sup> every th<sup>e</sup> Rights members and Appurtenances, w<sup>th</sup>out the lawfull lett sute trouble Evic<sup>co</sup>n expul<sup>co</sup>n Inturru<sup>co</sup>n or demand, of or by th<sup>e</sup> s<sup>d</sup> Fendall or of or by his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> or any or either of th<sup>m</sup> or by

Liber E

[fol. 24]

[fol. 25]

Liber E any other p̄son or p̄sons lawfully claiming from by or under th<sup>m</sup> or any of th<sup>m</sup> or theyre or any of theyre uses or from or under theyre or any of theyre Titles Estate meanes or p̄curem<sup>ts</sup> as allso acquitted and discharged or w<sup>th</sup>in convenient tyme after reasonable request made well and saved and kept harmeless of and from all former and other bargaines Sales Estates former leases Titles Dowes Rights or Titles of Dowes Joyntures Intayles wills Rents Charges Rent Services arreareages of Rents Statutes Recognizances Judgm<sup>ts</sup> Execu<sup>cō</sup>ns troubles and demands w<sup>t</sup>soever, made done comitted wittingly or willingly suffred the s<sup>d</sup> Samuell Fendall his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> or Assignes or any of th<sup>m</sup> or of or by any other p̄son or p̄sons w<sup>t</sup>ever lawfully claimeing by from or under them or any of them or to theyre uses by theyre or any of theyre Titles Estates meanes or p̄curem<sup>t</sup> and th<sup>e</sup> s<sup>d</sup> Sam: Fendall for himselfe his heyres Executors Administrat<sup>rs</sup> all and Singuler the afore bargained p<sup>r</sup>misses w<sup>th</sup> th<sup>e</sup> appurtenances and every part and parcell thereof unto the s<sup>d</sup> William Barton his heyres Executo<sup>rs</sup> and Assignes, to the intent & meaneing aforesayd shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents th<sup>e</sup> Rents and services w<sup>ch</sup> from henceforth from tyme to tyme for and in respect of the afore men<sup>cō</sup>oned p<sup>r</sup>misses hereby sold w<sup>ch</sup> shall become due & payable unto the Cheife Lord or Lords of the fee or fees thereof, for or in respect of his or theyre Seignorye or Seignories only excepted and foreprized In witness whereof the partyes above named have sett theyr handes and Seales the day and yeare first above written

Samuell Fendall

Signed Sealed & delivered

in th<sup>e</sup> p<sup>r</sup>sence of us

Josias Fendall

William Barton Jun<sup>r</sup>

These are to certefye th<sup>t</sup> Daniell Murphy Taylor hath condiconed w<sup>th</sup> me for his tyme and hath given me satisfac<sup>cō</sup> by bill for the same therefore I doe hereby acquitt and discharge the sayd Daniell from all servitude due to me hereby declareing him to be a free man, as wittness my hand this twentyeth day of August one thousand six hundred & seventy

James Neale

Signed in the p<sup>r</sup>sence of us

Hugh French

Arthur Turner

[fol. 26] Know all men by these p<sup>r</sup>sence th<sup>t</sup> I Sam: Fendall of Charles County in the Province of Maryland, doe fully acquitt release & discharge John Owen of the same County Taylor from me my heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> & Assignes, for layeing any clayme to him as a Serv<sup>t</sup> and doe by these p<sup>r</sup>sents declare th<sup>t</sup> upon considera<sup>cō</sup>ns me thereunto moveing th<sup>t</sup> he is now his owne man, and noe wayes

farther obliged to me, as wittness my hand & Seale this eight day Liber E  
of March 1669/70

Wittnessed p̄ Thomas Thorowgood  
Ann Fowke

Francis Adames Doth Acknowledge this parcell of land Following  
unto Jo<sup>n</sup> Paine March th<sup>e</sup> First Anno Dom̃i 1671

Bee it knowne unto all Men th<sup>t</sup> I Francis Adames of Charles  
County in th<sup>e</sup> province of Maryland planto<sup>r</sup> for & in Consideration  
of th<sup>e</sup> sume of two Thousand poundes of Tobacco in Cask to me in  
hand at and Before th<sup>e</sup> Insealing and Delivery of these presents by  
Jo<sup>n</sup> Paine of th<sup>e</sup> same County and province afores<sup>d</sup> planto<sup>r</sup> well and  
truly pd, th<sup>e</sup> Receipt whereof he th<sup>e</sup> s<sup>d</sup> Francis Adames doth hereby  
Acknowldge and himselfe therewith Fully satisfied and pd & thereof  
and every part and parcell thereof doth Clearely acquitt exonerate  
and discharge the s<sup>d</sup> John Paine his heires Executo<sup>rs</sup> and Adminis-  
trato<sup>rs</sup> for ever by these presents hath given Granted aliened barg-  
ained sold Enfeoffed and Confirmed & by these P<sup>r</sup>sents doth fully  
Clearly and Absolutely give grant bargain sell aliene enffeo<sup>ff</sup>e and  
Confirme unto th<sup>e</sup> s<sup>d</sup> Jo<sup>n</sup> paine his heires and assignes forever all his  
whole wright Title and Interest in one Parcell of Land lying in  
Charles County afores<sup>d</sup> Called Reley Contaning and layed out for  
one hundred Acres of land as by th<sup>e</sup> patent or grant of th<sup>e</sup> same  
baring date at S<sup>t</sup> Maryes under the greate Seale of the Province of  
Maryland the thyrtyeth day of January in the seaven & thyrtyeth  
yeare of the Dominion of Caecilius &c Annoq; Dñi one thousand  
six hundred sixty & eight, Relaçon being thereunto had, It may and  
doth more fully and amply appeare, together w<sup>th</sup> all the Rights  
p̄fitts & benefitts mençoned & given in & by virtue of the s<sup>d</sup> Patent or  
grant w<sup>th</sup> all th<sup>e</sup> co<sup>m</sup>odetyes & Appurtenances w<sup>so</sup>ever thereunto  
belonging or in anywise apperteyneing And alsoe all the Estate  
Right Title Intrest use possession p̄pty clayme & demand w<sup>so</sup>ever  
of him the sayd Francis Adams of in or to the same, and all deeds  
or writeings touching or concerning the p<sup>r</sup>misses or any part or  
parcell of th<sup>m</sup> To have and to hold the sayd parcell of Land and all  
and singular other the p<sup>r</sup>misses hereby granted bargayned & Sold  
w<sup>th</sup> theyre and every of theyre Rights Members and appurtenances  
w<sup>so</sup>ever unto the s<sup>d</sup> John Payne his heyres & Assignes to th<sup>e</sup> onely  
p̄p̄ use & behoofe of the sayd John Payne his heyres & Assignes  
forever, And the sayd Francis Adams for himselfe & his heyres th<sup>e</sup>  
said parcell of Land & all and singular other the p<sup>r</sup>misses before  
granted bargayned & sould w<sup>th</sup> the Appurtenances unto the s<sup>d</sup> John  
to the p̄p̄ use & behoofe of him the s<sup>d</sup> John Payne his heyres and [fol. 27]  
Assignes forever, ag<sup>t</sup> him the said Francis Addams his heyres &  
Assignes, & all & every other p̄son or p̄sons w<sup>so</sup>ever lawfully clayme-  
ing by from or under him or any of them, shall & will warr<sup>t</sup> and  
forever defend by these p<sup>r</sup>sents, And the sayd Francis Addams for

Liber E himselfe his heyres Execut<sup>rs</sup> & Administ<sup>rs</sup> doe covenant promise grant & agree to & w<sup>th</sup> the said John Payne his heyres & Assignes and every of them by these p<sup>r</sup>sents in manner and form followeing, That is to say th<sup>t</sup> he th<sup>e</sup> sayd Francis Addams at the tyme at the ensealeing and delivery of these p<sup>r</sup>sents, is & untill, a good pure p<sup>r</sup>fect & absolute Estate of Inheretance, of all and singular the afore granted p<sup>r</sup>misses and every part & parcell thereof, shall be fully settled and executed in and upon the said John Payne his heyres according to the true meaneing of these p<sup>r</sup>sents, shall remayne continue and be Seized of, and in the sayd one hundred acres of Land, And all and all & Singular other the p<sup>r</sup>misses in and by these p<sup>r</sup>sents granted bargained & Sold w<sup>th</sup> all theyre Rights members and Appurtenances, of a good pure p<sup>r</sup>fect and absolute Estate of Inheretance in fee Simple, w<sup>th</sup>out any condi<sup>c</sup>on rever<sup>c</sup>on remaynder or limitta<sup>c</sup>on to any use or uses, Estate or Estates in or to any p<sup>r</sup>son or p<sup>r</sup>sons w<sup>so</sup>ever to allter or change, defeate determyne or make voyde the same And th<sup>t</sup> th<sup>e</sup> sayd Francis Adams at th<sup>e</sup> tyme of the ensealeing and delivery of these p<sup>r</sup>sents, is & untill a good pure p<sup>r</sup>fect and absolute Estate of Inheretance of all & singular the afore graunted p<sup>r</sup>misses, and every part and parcell thereof, Shall be fully vested setled and executed in and upon the sayd John Payne and his heyres, according to th<sup>e</sup> true meaneing of these p<sup>r</sup>sents, Shall remayne and continue and be seized of, and in th<sup>e</sup> s<sup>d</sup> one hundred acres of Land, and all and Singular other th<sup>e</sup> p<sup>r</sup>misses in and by these p<sup>r</sup>sents graunted bargayned & Sold, w<sup>th</sup> all & every theyre Rights members and Appurtenances, of a good pure p<sup>r</sup>fect and absolute Estate of Inheritanc in fee Simple w<sup>th</sup>out any condi<sup>c</sup>on rever<sup>c</sup>on remaynder or limita<sup>c</sup>on, to any use or uses Estate or Estates, in or to any p<sup>r</sup>son or p<sup>r</sup>sons w<sup>so</sup>ever, to allter change defeate determyne or make voyde the same, And th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Francis Adams at the tyme of the ensealeing and delivery of these p<sup>r</sup>sents, hath full power good Right and lawfull Authorety to graunt bargayne sell and convey all and singular the before graunted p<sup>r</sup>misses w<sup>th</sup> theyre and every of theyre appurtenances unto the sayd John Payn his heyres and Assignes in manner and forme afores<sup>d</sup> And th<sup>t</sup> he the s<sup>d</sup> John Payne his heyres and Assignes and every of th<sup>m</sup> Shall and may by force and virtue of these p<sup>r</sup>sents from tyme to tyme and at all tymes hereafter lawfully peaceably and quyetly, have hold use occupy possess and enjoy, th<sup>e</sup> sayd one hundred acres of Land, And all and Singular th<sup>e</sup> before granted p<sup>r</sup>misses, w<sup>th</sup> all theyre Rights memb<sup>rs</sup> and appurtenances, and have receive and take th<sup>e</sup> Rents Issues and p<sup>r</sup>fits thereof, to his and theyre p<sup>r</sup>p use and behoofe forever, w<sup>th</sup>out any lawfull lett Suite trouble denyall interrup<sup>c</sup>on eviction, or disturbance of the s<sup>d</sup> Francis Adams his heyres or Assignes or of any other p<sup>r</sup>son or p<sup>r</sup>sons lawfully clayming by from or under him, th<sup>m</sup> or any of th<sup>m</sup>, or by his or theyre meanes, act consent titles Interest or p<sup>r</sup>curem<sup>t</sup>, and th<sup>t</sup> free and cleare, and freely and clearely, acquitted

[fol. 28]



exonerated and discharged, or otherwise from tyme to tyme well and Sufficiently Saved and kept harmlesse, by th<sup>e</sup> s<sup>d</sup> Francis Adams his heyres Execut<sup>rs</sup> or Administrat<sup>rs</sup> of and from all and all manner of former or other gifts grantes bargaynes Sales Leases mortgages Joyntures Dowes title of dowes recognizances Extents Judgm<sup>ts</sup> executions uses Entayles Rents and Arrearages of Rents, forfeitures fynes Issues, and amercem<sup>ts</sup> and of and from all and singular other titles troubles charges demandes and incumbrances w<sup>ts</sup>soever had made comitted Suffred omitted or done By th<sup>e</sup> s<sup>d</sup> Francis Adams his heyres or Assignes or by any other p<sup>son</sup> or p<sup>sons</sup> w<sup>ts</sup>soever lawfully claymeing by from or under him, th<sup>m</sup> or any of th<sup>m</sup>, or by from or under his or theyre meanes, act consent title Intrest or p<sup>curem</sup><sup>t</sup> (The Rents and Services w<sup>ch</sup> from henceforth from tyme to tyme for and in respect of th<sup>e</sup> p<sup>r</sup>misses, w<sup>ch</sup> shall grow due and payable to the Lord Proprietary, or to other Lord or Lords of the fee or fees of the p<sup>r</sup>misses, onely excepted and foreprized, And farther th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Francis Adams for himselfe his heyres Executors and Administrat<sup>rs</sup>, doe covenant promise grant & agree to and w<sup>th</sup> the s<sup>d</sup> John Payne his heyres & Assignes That he the s<sup>d</sup> Francis Adams his heyres and Assignes, and all and every other p<sup>son</sup> or p<sup>sons</sup>, and theyre heyres lawfully haveing or clayming or rightfully p<sup>r</sup>tending to have any estate right title Intrest or demand in to or out of th<sup>e</sup> p<sup>r</sup>misses or any part or parcell of th<sup>m</sup> by from or under th<sup>e</sup> sayd Francis Adams, his heyres and Assignes shall and will from tyme to tyme and at all tymes dureing th<sup>e</sup> space of Seaven yeares next ensueing th<sup>e</sup> date of these p<sup>r</sup>sents, at or upon th<sup>e</sup> reasonable request, and at the Costs and charges in th<sup>e</sup> law of th<sup>e</sup> sayd John Payne his heyres or assignes make doe p<sup>r</sup>form acknowledge Execute and Suffer or cause to be made done p<sup>r</sup>formed acknowledged executed & Suffred all and every such farther lawfull and reasonable act & acts thing & things devise and devises assurance and assurances and conveyances in th<sup>e</sup> law w<sup>ts</sup>soever for th<sup>e</sup> farther better and more p<sup>r</sup>fect assurance, surety sure makeing and conveyeing of all and Singular th<sup>e</sup> before hereby graunted or men<sup>c</sup>oned to be granted p<sup>r</sup>misses w<sup>th</sup> theyre and every of theyre rights members and appurtenances unto th<sup>e</sup> sayd John Payne his heyres and Assignes or by his or theyre councell learned in th<sup>e</sup> law, shall be reasonably devised advised or required, soe as th<sup>e</sup> s<sup>d</sup> Francis Adams his heyres Execut<sup>rs</sup> and Administ<sup>rs</sup> or Such other p<sup>son</sup> or p<sup>sons</sup> who Shall be required to make such farther assurance, be not compelled or compellable to travell farther th<sup>n</sup> to S<sup>t</sup> Maryes in or about the makeing thereof, And lastly, It is covenanted granted concluded and condescended unto, & fully agreed upon, by and betweene both the before named partyes to these p<sup>r</sup>sents for th<sup>m</sup> theyre heyres and Assignes by these p<sup>r</sup>sents, that all fynes feofm<sup>ts</sup> recoveryes and assurances in the law w<sup>ts</sup>soever had made acknowledged Suffred or done, or hereafter to be had made acknowledged

Liber E

[fol. 29]

Liber E Suffred or done By or betweene th<sup>e</sup> before men<sup>o</sup>ned partyes in these p<sup>r</sup>sents or any of th<sup>m</sup> of for touching or concerning th<sup>e</sup> afores<sup>d</sup> one hundred acres of land and all and Singular other th<sup>e</sup> before graunted p<sup>r</sup>mises w<sup>th</sup> theyre rights members and appurtenances, and every or any part thereof Shall be construed esteemed and adjudged and taken to be to the onely p<sup>p</sup> use and behoofe of him th<sup>e</sup> s<sup>d</sup> John Payne his heyres & Assignes forever, and to none other use intent or purpose w<sup>t</sup>soever In witness whereof I the s<sup>d</sup> Francis Adams have hereunto Set my hand and Seale this first day of March in th<sup>e</sup> nine & thyrtyeth yeare of th<sup>e</sup> Dominion of Caecilius &c Annoq<sup>d</sup> Dñi 1670

Fra: Adames (Locus

Signed Sealed & delivered

Sigilli)

in th<sup>e</sup> p<sup>r</sup>sence of

William Britton

Bartholomew Coates

John Luke

Memorandum: That full and peaceable possession was given and Delivered by th<sup>e</sup> w<sup>th</sup>in named Francis Adams of one hundred acres of land called Raley above men<sup>o</sup>ned by th<sup>e</sup> delivery of twelvecence of currant English money, to th<sup>e</sup> use of th<sup>e</sup> w<sup>th</sup>in named John Payne and his heyres according to th<sup>e</sup> true intent and meaning of these p<sup>r</sup>sents this first day of March, one thousand six hundred and Seventy

In th<sup>e</sup> p<sup>r</sup>sence of us

William Britton

Bartholomew Coates

John Luke

[fol. 30] Edward Knight acknowledgeth this Parcell of land men<sup>o</sup>ned in th<sup>e</sup> within written Conveyance to nicholas Beade.

This Indenture made the Second day of January Anno Domini 1670 Betweene Edward Knight of Charles County in the province of Maryland planter of the one part & Nicholas Bede of the County & province aforesaid planter of the other part Wittneseth That the said Edward Knight as well & in Considera<sup>o</sup>n of the quantity of five thousand pounds of tobaccoe Three thousand two hundred Already re<sup>c</sup>d & Eighteen hundred to be payd in Seventy one & Seventy two as by bills bearing date hereof will be more fully made appeare the which Tobaccoe being payd he the aforesaid Edward Knight doth acknowledge himselfe fully satisfyed payed & Contented & payd thereof Every part & parcell thereof doth Acquitt Exonerate & discharge the Said Nicholas Bede his heires Executo<sup>rs</sup> & Administrato<sup>rs</sup> & Every of them by these p<sup>nts</sup> As also for divers other good Causes & Considera<sup>o</sup>ns him hereunto moveing Hath Bargained, Sold, assigned, sett over & Confirmed & by these p<sup>nts</sup> doth fully clearly & absolutely grant, Bargain, Sell, assigne sett over & Confirme unto the Said Nicholas Bede his heires Executors administrat<sup>rs</sup> & As-

signes all that parcell of land Situate & being in Charles County Liber E  
 lying in th<sup>e</sup> woods on the East Side of th<sup>e</sup> Eastermost Branch of  
 Nanjemy formerly so called but now Avon river Beginning at a  
 bound red oake being the bound tree of Andrew Watson Running  
 East from th<sup>e</sup> Said tree for length of one hundred seventy & foure  
 perches to a bounded white oake thence south west for breadth  
 one hundred seventy seven perches to a bounded red oake standing  
 at the head of a small branch thence untill it meets with the first  
 bound tree Conteyning & now layd out for seventy acres be it more  
 or lesse Now in th<sup>e</sup> tenor or occupa<sup>o</sup>n of Edward Knight or his  
 Assignes being a parcell of land purchased of owen Jones & taken  
 up by him the Said owen Jones called th<sup>e</sup> Adventure as will ap-  
 peare by th<sup>e</sup> pattent all & Singular which said parcell of land together  
 with all & Singular the houses buildings structures or Edifices what-  
 soever thereunto belonging or apperteyning together with all the  
 orchards gardens pastures feedings Comons & Comons of pasture  
 Range for Hoggs woods underwoods watercourses fishings fowlings  
 Easements Profitts Comoditys & Hereditaments whatsoever unto  
 the Said land belonging or in any manner of way apperteyning To  
 have & to hold the Said land & all & Singular the premises afore-  
 men<sup>t</sup>oned to be hereby bargained & Sold with the appurtenances &  
 Every part & parcell thereof before named or recited unto the Said  
 Nicholas Bede his heires Executo<sup>rs</sup> & Administrat<sup>rs</sup> & Assignes for  
 Ever Yelding & paying yearely the Lord proprietarys rent for the  
 Said Land as is Exprest in the pattent & the Said Edward Knight  
 his heires Exec<sup>ts</sup> & Administrato<sup>rs</sup> Covenant grant & agree to & with  
 the Said Nicholas Beade his heires Executo<sup>rs</sup> Administrat<sup>rs</sup> & As-  
 signes & Every of them by these p<sup>nt</sup>s that he the Said Nicholas  
 Beade his heires Executo<sup>rs</sup> & Administrato<sup>rs</sup> & assignes Shall & may  
 by force & vertue of these p<sup>nt</sup>s lawfully peaceably & quietly have  
 hold use occupy possesse & Enjoy all & singular the premises before  
 by these p<sup>nt</sup>s bargained & sold & Every part & parcell thereof with  
 Every the Rights, members & appurtenances without the lawfull lett  
 suite trouble Eviction Expulsion interruption or demand of or by  
 the said Edward knight or by his heires Executors & Administrato<sup>rs</sup>  
 of or by any or Either of them or of or by any other person or  
 persons whatsoever lawfully claiming by from or under them or any  
 of them or their or any of their titles Estates meanes or p<sup>cu</sup>rem<sup>t</sup>  
 And also acquitted & discharged or within Convenient time after  
 reasonable request made well & Sufficiently Saved & kept Harmeles  
 of & from all & all manner of other Bargaines Sales Estates former  
 leases dowers rights or titles of dowers Joyntures uses Entayles  
 wills rents Charges rents services arrearages of rents statutes Recog-  
 nizances Judgements Executions titles troubles Charges & demands  
 whatsoever had, made, done Comitted wittingly or willingly suffered  
 by the Said Edward Knight his heires & Assignes or any of them  
 to their or any of their uses or by their or any of their titles Estates

Liber E meanes or procurements And the Said Edward Knight for himselfe his heires Executo<sup>rs</sup> Administrat<sup>rs</sup> & assignes all & Singular the before bargained p̄mises with their appurtenances Every part & parcell thereof unto the Said Nicholas Bede his heires Executo<sup>rs</sup> Administrat<sup>rs</sup> & Assignes to the intent & meaning aforesaid shall & will for Ever warrant & defend by these p̄nts the Said land from all person or persons whatsoever In wittnes whereof the parties first abovenamed to these p̄sent Indentures have interchangeably Sett their hands & Seales the day & yeare first abovewritten

Signed Sealed & Dellivered

with turfe & twigge

with possession & Seizin

in th<sup>e</sup> p̄sence of us

George Langham

Thomas Maris

Edward  Knight

his marke

Att a Court held for his Lōp in Charles County Jan<sup>ry</sup> 10<sup>th</sup> 1670

Present Cōmmissioners

M<sup>r</sup> Henry Adames

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> Joseph Harrison

M<sup>r</sup> John Stone

M<sup>r</sup> Humphry Warren

M<sup>r</sup> Francis Pope

M<sup>r</sup> John Bowles

In a difference depending between  
Henry Hardy p̄t Ed: Fulser def<sup>t</sup>

Both parties having made their appearances the plaintiff preferd his declaracōn to the Court ag<sup>t</sup> the Defend<sup>t</sup> for the Summe of foure hundred & twenty pounds of tobaccoe due to him the Said p̄t by bill from the Def<sup>t</sup> which bill being in Court Shewed to the Def<sup>t</sup> he acknowledged the Same to be his act & deed whereupon the Court gave Judgement against him the Said Def<sup>t</sup> for the Said summe of foure hundred & twenty pounds of tob: in the Said Bill Expressed.

John Owen was attached to answer to Samuel Fendall of a plea that he render unto him the Summe of One thousand two hundred twenty & Six pounds of tobaccoe due to him the Said p̄t by a certain bill bearing date the Eleventh day of August Anno Domini 1670 which bill being in Court Shewed to the def<sup>t</sup> he publickly owned the Same to be his act & deed whereupon Judgement was granted against the Def<sup>t</sup> for the Same with Costs of Suite &c

[fol. 31] Nich<sup>s</sup> Skidmore being attached to answer to Abraham Foxhall of a plea of debt for the Summe of Seaven hundred Sixty foure pounds of tob<sup>e</sup> came & in open Court Confessed Judgement for the Said Summe.

Edmund Lambert being attached to answer to Philip Bisse in an accōn of debt for the Summe of foure hundred twenty five pounds

of to<sup>b</sup> came & confessed Judgement for the Said Sum<sup>e</sup> due by bill Liber E  
to the Said Philip Bisse.

George Shenstone being attached to answer to Henry Moore in an  
ac<sup>co</sup>n of the Case

Both parties made their appearance and the Def<sup>t</sup> having ap-  
pointed Richard Boughton his Attorney the plaintiffe preferred his  
peti<sup>co</sup>n to the intent as fo<sup>ll</sup>:

To the worp<sup>l</sup> the Com<sup>rs</sup> of Charles County.

Henry Moore humbly Complaineth ag<sup>t</sup> George Shenstone of  
Charles County for that whereas Sometime in march last or there-  
abouts the Said Henry More at the speciall instance & request of th<sup>e</sup>  
Said George did lett to the Said Geo: his planta<sup>co</sup>n att matawoman  
thereon to make a Crop of Corne & tobaccoe in Considera<sup>co</sup>n whereof  
the Said George did assume to pay to the Said Henry 200<sup>l</sup> of  
tobaccoe & to looke after the building & fencing on the Said Ground  
Erected or should by the Said George be thereon Erected & look  
after a small stock of hogges belonging to the Said Henry on the  
s<sup>d</sup> planta<sup>co</sup>n during his stay upon the same now Soe it is th<sup>t</sup> by  
the neglect of the Said George that one house Twenty five foot  
Long & twelve foot wide upon the Said planta<sup>co</sup>n is burned & the  
fence of the Same throwne downe to the Ground & the Stock of  
hogges run away to the Great damage of him the Said Henry where-  
fore he desireth yo<sup>r</sup> worp<sup>s</sup> to take it into Considera<sup>co</sup>n & order him  
Satisfac<sup>co</sup>n for the Same And yo<sup>r</sup> Peti<sup>co</sup>ner &c.

And in Confirma<sup>co</sup>n of the premises the Said p<sup>l</sup>t caused william  
Boyden to be Subp<sup>ad</sup> in open Court who Being Sworne & Examined  
Saith

That Sometime in march last past he heard Henry Moore bargain  
w<sup>th</sup> Geo: Shenstone & Charles woolley that he lett them have house  
& ground whereon to plant & howse their Crops & that they were to  
pay unto him one hog<sup>hd</sup> of tobaccoe w<sup>ch</sup> the Said Henry Moore  
ordered to the widdow Allen but as for any other bargain Concerning  
the hogges he heard no other but that Henry Moore desired them if  
any of the hogges came home to doe their Endeavour to looke after  
them which they promised & further Saith not

But the Def<sup>ts</sup> Attorney Alleadging that the planta<sup>co</sup>n being lett  
to the Said George not alone by himselfe but in partnership with  
Charles woolley

The Court upon the Said Error both in writt & declara<sup>co</sup>n by  
omission of Charles woolley then in partnership with Geo: Shen-  
stone adjudged the p<sup>l</sup>t to be nonsuite & to pay Costs of Suite & to  
pay the Evidence charges.

Upon an attachment formerly granted to w<sup>m</sup> Marshall ag<sup>t</sup> the  
Goods of Thomas Attoway & will Sheriffes the Said Attachment

**Liber E** having been Continued one yeare & one day Execucon was granted to the Said wiff Marshall for the Said Debt.

Edward fulser p<sup>l</sup>t Came & appeared to prosecute his Suite against Henry Hardy & Jemima his wife Adm<sup>rs</sup> of the Goods & Chattells of Rob<sup>t</sup> Long de<sup>d</sup> defts & Constituted Thomas Baker his Attorney in the Said Case

Henry Hardy & Jemima his wife likewise appeared to defend the Suite Comenced against them by Ed: Fulser & Constituted Richard Boughton their Attorney, whereupon the p<sup>l</sup>t preferred his declaracon to the Court to the Effect as Foll:

The p<sup>l</sup>t Complaineth ag<sup>t</sup> th<sup>e</sup> Def<sup>ts</sup> for that whereas the s<sup>d</sup> p<sup>l</sup>t on the 20<sup>th</sup> day of november in th<sup>e</sup> xxxvi<sup>th</sup> yeare of the Dominion of Caecilius &c Annoq<sup>ue</sup> Dñi 1667, having Covenanted with Rob<sup>t</sup> Long to Serve him his heires Exec<sup>rs</sup> or Assignes till the 15<sup>th</sup> day of november next Ensueing In Consideracon whereof the Said Rob<sup>t</sup> did then Assume on himselfe & to the s<sup>d</sup> Edward did Faithfully promise to pay to the s<sup>d</sup> p<sup>l</sup>t the Sum<sup>e</sup> of 1400<sup>lb</sup> of tobaccoe with Caske to Conteyne the Same & a young Sow with pigg or piggs by her Side & his Country Levies Yet nevertheles the Said Robert in his life time nor the Said Henry & Jemima his wife Since his death the Said Sum<sup>e</sup> of 1400<sup>lb</sup> tobaccoe & Sow with pigg or pigges by her Side & Country levyes have not satisfyed although often thereunto required but doe altogether refuse to pay the Same to the great Damage & Injury of him the said p<sup>l</sup>t whereupon he saith he is damni- fied & hath Lost to the vallew of 2500<sup>lb</sup> tobaccoe & thereupon he bringeth his Suite

And for the proofe & Confirmacon of this his declaracon he pro- duced this Ensueing Covenant

An Agreement concluded upon Between Edward Fulser of the one party & Robert Long on the other party Wittneseth Imprimis That the abovesaid Fulser Doth Covenant promise & grant to and with the Said Robert Long that from & after th<sup>e</sup> date of these p<sup>nts</sup> to Serve Continue remaine & abide with the Said Long untill th<sup>e</sup> 15 day of november next Ensueing the date hereof to Serve him his heires Executo<sup>rs</sup> or assignes in such Service or Employment as he or they Shall Employ him about and during the Said Tearme att all times hereafter Shall use truly & faithfully his utmost Care & Endeavours in Every busines Employments or affaires that Shall from the Said Long be appointed or Comitted to his Charge.

In Consideration hereof the Said Robert Long doth oblige him- selfe his heires Executors or assignes to pay or Cause to be payd unto the abovesaid Ed: Fulser the Just quantity of fourteene hundred pounds of sound merchantable leafe Tobaccoe & Caske & a young Sow with pigg or piggs by her Side & his Cask & Country levyes cleare & to Conteyne the Same in or upon the performance of the

premises in wittnes & Confirmation hereof the parties abovementioned  
to to this present writing have hereunto Sett their hands this 20<sup>th</sup>  
day of november Anno Domini 1667

Signed Sealed & Dellivered	Ed:  Fulser	(locus
in presence of us	marke	sigilli)
Henry Hardy	his	
Elizabeth X Ray	Rob <sup>t</sup> R Long	(locus
her marke	marke	sigilli)

And to prove the performance of his part of the abovementioned  
Condition the<sup>e</sup> abovementioned Ed: Fulser produced this following dis-  
charge, viz<sup>t</sup>

These p<sup>nts</sup> wittnes that whereas Edward Fulser of Charles  
County in the province of Mariland planter covenanted bargained  
& agreed to and with Robert long of the Same County & province  
planter lately deceased, to Serve him that is to say the said Robert  
his heires Executors Administrators or assignes for and during the  
time of twelve moneths, and further by these p<sup>nts</sup> the Said Edward  
having performed his part of the agreement to Say wholly & duely  
served the Said Robert Long his heires Executors & Administrato<sup>rs</sup>  
& assignes the whole terme of the above Specified time in all such  
services as hee or they, that is to say the Said Robert Long his [fol. 32]  
heires Executors Adm<sup>rs</sup> or assignes Employed him that is to say the  
Said Edward Fulser in, Now whereas the said Robert Long as above  
specified is Lately deceased I Henry Hardy of the abovesaid County  
& province planter being that is to say the Said Robert Longs  
Lawfull Administrator doe by vertue of these p<sup>nts</sup> wholly & abso-  
lutely discharge the Said Ed: Fulser from all debts dues & demands  
whatsoever either from my Selfe or from any other in the behalfe  
of the Said Robert Long from the beginning of the world unto this  
day & for the due performance hereof I have hereunto Sett my hand  
& Seale this Second day of July Anno Domini 1670

Signed Sealed & Dellivered	Henry Hardy	(Locus
Thomas T Baker		Sigilli)
his marke		

Whereupon after many pleadings had on both sides at the request  
of the plaintiff a venire facias was by the Court issued to the Sheriff  
who impanelled a Jury of twelve men as foff, Tho: Allanson [*blank*]  
who having debated the business amongst themselves gave in their  
verdict in the behalfe of the plaintiff according to the above-  
written agreement against the defendants with Costs of Suite &c.

Reference granted till the next Court in th<sup>e</sup> Suite Comenced by  
Edward Maddock ag<sup>t</sup> Richard Dod.

Likewise Reference granted in the Suite Comenced by Sa<sup>m</sup>: price  
against Edward Maddock.

Likewise a reference granted in the Suite Comenced by James

Liber E Smalwood against Martha Lewgar Administratrix of the Goods & Chattells of John Lewgar deēd :

Richard Dod Came & appeared to prosecute his Suite Coñenced against James Hayes in a plea of trespasse upon the Case.

James Hayes likewise likewise came & appeared to defend the Suite Coñenced against him by Richard Dod as aforesaid

whereupon the Said Richard preferred this declaration as foff

whereupon the Said Richard Complaineth against the Said James for that whereas Sometime in march last past the Said James Hayes did assume & Faithfully promise unto the Said Richard Dod that in Case the Said Richard would forbear the Said James Six hundred pounds of tobaccoe and Charges which the Said Richard then obteyned order of Court for in the Court held for this County in march last untill the next Crop of Tobaccoe Should be made that then he would pay unto the Said Richard the Summe of the Said 600<sup>th</sup> tobaccoe with all the Charges accrued by the Said order notwithstanding which s<sup>d</sup> forbearance by the Said Richard th<sup>e</sup> Said James his Said promise & assumption little minding or regarding but fraudulently intending him the Said Richard of the Said Summe of 600<sup>th</sup> tobaccoe to deceive & Charges the Said Summe hath not as yet paid & doth altogether refuse to pay the same to the damage of him the Said Richard 1500<sup>th</sup> tobaccoe & thereupon he bringeth his Suite &c

And to prove this his declaracon he produced these Ensueing Evidences

Thomas Baker aged forty eight yeares or thereabouts Sworne & Examined in open Court Saith

That sometime In march last James Hay & Meverell Hulse coming to the house of this deponent the Said Hayes Told him the s<sup>d</sup> Deponent that he came then from Richard Dod and that he had made a finall agreement with the Said Dod & was to pay him the quantity of 600<sup>th</sup> tobaccoe with Court charges this p̄sent Crop & farther Saith not.

Meverell Hulse aged about 40 yeares or thereabouts Sworne & Examined in open Court Saith that he this deponent heard James Hayes promise & assume on himselfe to Satisfye a Judgement of Court obtained by Richard Dod against him the S<sup>d</sup> James for 600<sup>th</sup> of Tobaccoe & Charges in Consideraçon that the said Richard would forbear him till the present Crop & further Saith not.

Whereupon the Defendant craved a Reference till the next Court which was granted.

Bennet Marshiguay by his Attorney Richard Edelen came & appeared to prosecute his Suit Comenced against w<sup>m</sup> Thomas for the Summe of foure hundred and fifty pounds of Tobaccoe.

W<sup>m</sup> Thomas likewise came & appeared to answer to the Said Suite and the p<sup>ft</sup> preferred his declaraçon to the intent as foff.



And whereupon the Said Bennett Complaineth against the Said will<sup>m</sup> for that whereas the Said will<sup>m</sup> By a certain writing Sealed with the Seale of him the said will<sup>m</sup> Bearing date the 29<sup>th</sup> of Jan<sup>ry</sup> in the xxxvii yeare of the Dominion of Caecilius over this province Annoq Domini 1668 did become bound to pay to him the Said william or order on the tenth day of octob<sup>r</sup> next Ensueing the Sume of foure hundred & fifty pounds of Tobaccocoe in Charles County as by the Said bill more plainely may appeare yet the Said will<sup>m</sup> not regarding his Said obligation although often thereunto required the Said Sume of 450<sup>th</sup> of Tobaccocoe hath not Satisfied but doth altogether refuse to pay the Same to the damage of th<sup>e</sup> p<sup>ft</sup> 600<sup>th</sup> of Tobaccocoe & Thereupon he bringeth his Suite

Liber E

And to Confirme this his declaracon produced this Ensueing Bill

Know all men by these p<sup>nts</sup> That I william Thomas doe acknowledge to owe & Stand indebted unto B: Marshiguay of Charles County in the full & Just Sume of foure hundred and fifty pounds of Sound merchantable leafe Tobacco & Caske to be payd in Some Convenient place in Charles County aforesaid on or before the tenth day of october next Ensueing after the date hereof To the which payment well & truly to be made I bind me my heires Executors & Administrat<sup>rs</sup> & Every of them by these p<sup>nts</sup> In wittnes whereof I have hereunto Sett my hand & Seale this 29<sup>th</sup> of January Anno Domini 1668

William Thomas (locus

Signed Sealed &amp; Dellivered

sigilli)

in p<sup>sence</sup> of us

Sa Cressey

Thomas 2 Steed

his marke

whereupon the Def<sup>t</sup> Confessed a Judgement for the Said Sume of 450<sup>th</sup> of Tobaccocoe with Costs of Suite, and the p<sup>ft</sup> preferred this Ensueing bill of Costs which was allowed him viz:

To Attorneys Fees..... 060

To going Coming &amp; attendance..... 090

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 150

william Boyden being attached to answer to John Munne in a plea of debt for the Sume of Eleaven hundred fifty Seaven pounds of Tobaccocoe & the declaracon & bill being in Court produced Confesseth Judgement for the Said Sume of 1157<sup>th</sup> of Tobaccocoe with Costs of Suite.

William Boyden being attached to answer to Mathias Obrian in a plea of debt for the Sume of Three hundred and tenn pounds of Tobaccocoe after the declaracon & bill were read in Court Confessed Judgement to the Said p<sup>ft</sup>: for the Said Sume of 310<sup>th</sup> of Tobaccocoe & Costs of Suite.

[fol. 33]

**Liber E** Likewise William & John Boyden being attached to answer to Mathias obrian as aforesaid in an acōn of debt upon a note to the vallew of foure hundred pounds of Tobaccoe, the declaracōn for the Said debt & note being produced in Court by the Said pft: the Said william Boyden came & Confessed Judgem<sup>t</sup> for the Said Sumē of foure hundred pounds of Tobaccoe with Costs of Suite.

Whereupon at the request of the Said pft Execuōn was immediately issued out against the body of the Said william for both the Sumes above written & to the Sheriff directed.

Upon Proclamaōn made whither any could informe of any crimes or misdemeanors Comitted by Joseph Peters Standing upon his good behaviour & none being able to Informe of the same he was acquitted paying his charge to the Sheriff.

Richard Boughton Plt. Came & appeared to prosecute his Suite Comēced against Daniel Mathena

Daniel Mathena likewise Came & appeared to defend the Suite Comenced against him by Richard Boughton as aforesaid.

whereupon the pft preferred his declaracōn to the Court as fofft:

And whereupon the pft Complaineth against the Def<sup>t</sup> for that whereas the Def<sup>t</sup> did promise & assume to pay the Said Richard the quantity of foure hundred pounds of Tobaccoe in Caske for a Consideracōn by him the Said Def<sup>t</sup> Reēd yett nevertheles the Same he hath not Satisfyed but doth altogether refuse to pay the Same whereupon th<sup>e</sup> Said Richard Bringeth his Suite. R: Boughton

And to prove this his Declaracōn he produced this Evidence Ensueing

John Munne Aged 25 yeares or thereabouts Subp<sup>ad</sup> & Sworne in Court Saith that he did heare the Defendant Say he would give a hogfd of Tobaccoe to the pft for being Attorney for him in the difference depending between Philip Cary & him the said deft.

Whereupon the Court gave Judgement against the defendant for the Said Sumē of 400<sup>lb</sup> of Tobaccoe with Costs of Suite.

Daniel Mathena pft: Came & appeared to prosecute his Suite Comenced against william Boyden who likewise came & appeared to defend the Said Suite

And in prosecution of the Said Suite the pft: preferred this En-sueing petiōn

To the Worshipfull the Com<sup>rs</sup> of Charles County

The Humble petiōn of Daniel Mathena Humbly Sheweth

That whereas your Petiōner had Bought of william Boyden one Cow of Thomas Allansons marke & gave him full Satisfaction for the Same Yett nevertheles the Said william Boyden although by a certain writing under his hand & Seale he was become bound to

delliver a bill of Sale to the Said Daniel when thereunto required hath Liber E  
 not dellivered any bill of Sale to the Said Daniel but doth altogether  
 refuse the same wherefore yo<sup>r</sup> petiōner being Damnfied to the  
 vallew of 1200 pounds of Tobaccoe Humbly craves your worships  
 would be pleased to grant Judgement of Court to the Said p<sup>l</sup>t ag<sup>t</sup>  
 the Def<sup>t</sup> w<sup>th</sup> Costs of Suite &c And yo<sup>r</sup> Pet<sup>r</sup> shall pray  
 whereupon the Defendant craved a reference till next Court which  
 was granted Him.

John Mould Came & appeared to prosecute his Suite Co<sup>m</sup>enced ag<sup>t</sup>  
 Francis Fernley who likewise appeared to answer the Said Suite.

Whereupon the p<sup>l</sup>t not being provided with any written declara<sup>o</sup>n  
 was by the Court permitted to declare by word of mouth which was  
 to the Effect as followeth.

for that whereas the Def<sup>t</sup> had by false alliga<sup>o</sup>ns to Severall  
 neighbours Slandered the Said p<sup>l</sup>t advising his Said neighbours to  
 be wary of him & insinuating the S<sup>d</sup> P<sup>l</sup>t to Steale hogges whereby  
 the Said p<sup>l</sup>t was much defamed & his credit Impaired for the which  
 he humbly craveth this worshipfull Court will grant him repara<sup>o</sup>n  
 ag<sup>t</sup> the def<sup>t</sup> with Costs of Suite &c

And to prove this his declara<sup>o</sup>n he desired the Deposition here  
 following might be taken.

Anne Morris wife to Richard Morris of Charles County being  
 Subp<sup>ad</sup> & Sworne saith

That Francis fernley advised Richard Morris to marke his hogges  
 for John Mould was often abroad to hunt wild hogges & further S<sup>th</sup>  
 not.

whereupon the Court not finding any cause of ac<sup>o</sup>n ordered that  
 the p<sup>l</sup>t should be nonsuite & pay Costs of Suite &c.

whereupon the p<sup>l</sup>t preferred this Ensueing bill of Costs by Rich<sup>d</sup>  
 Boughton his Attorney which was granted.

To a nonsuite.....	050
To Attorneys Fees.....	060
To goeing coming & attendance.....	090
	<hr/>
	200

A Reference granted in the Difference Depending between John  
 Charman & Rob<sup>t</sup> Downes till the next Court.

Ordered that nicho: Emanson & Eliza: his wife give Bond to th<sup>e</sup>  
 Sheriff to prosecute Edmond Lambert for Hog stealing & that the  
 Said Lambert give Security for his appearance at the next pro<sup>all</sup>  
 Court or rem<sup>a</sup> in the Sheriffes Custody.

Attachment of Henry Barnes ag<sup>t</sup> th<sup>e</sup> Tobaccoe of George Harris  
 in the hands of owen Jones & George Hinson Continued till the next  
 Court.

**Liber E**      The Court Adjourned till the Second Tuesday in march next.

Mary warren came & Entered the marke of a heyfer given her by David Jones viz<sup>t</sup> A Flower Deluce in both Eares & a hole in the left.

Anne Atkins Came & desired this Ensuenng Deed of gift to be recorded.

Know all men by these p̄nts that I Christopher Breame of Charles County in the province of Maryland planter doe for me my heires Executors & Administrators & Assignes firmly by these p̄nts Alienate Sell & by these p̄nts have made Sale & Given unto Richard pinner and william pinner both of Charles County in the province of Maryland and to them & their heires Ex<sup>rs</sup> Adm<sup>rs</sup> & Assignes & to Either of them their heires Executo<sup>rs</sup> Administrat<sup>rs</sup> & Assignes for Ever one heifer called Christmas about three yeares old or thereabouts being marked as foff viz<sup>t</sup> the left Eare Cropt with a hole with a peece taken underneath, likewise the Right Eare a Swallow forke & a hole with a peece taken underneath which Said Cow I freely give for Ever unto the Said Richard & william to them & their heires Exec<sup>rs</sup> and Assignes for Ever warranting the Said Cow with all her future increase from me my heires Executors & Assignes & from the just claime of any person or persons whatsoever to the Said Richard & Will<sup>m</sup> pinner for Ever According to the Said premises & to their heires Execut<sup>rs</sup> Adm<sup>rs</sup> & assignes In witnes whereof I have hereunto Set my hand & Seale.

Signed Sealed & Dellivered	Christopher † Breames	(locus
in p̄sence of us	his marke	sigilli)
Richard Fowke		
George Lodge		

[fol. 34]      Robert Costleton came & desired this Ensueing deed of Gift to be recorded

Know all men by these p̄nts that I Ellenor Lambert wife of John Lambert of portobacco in charles County in the province of Maryland doe with the whole and free Consent of my Said Husband freely give bestow & make over from we our heires Ex<sup>rs</sup> & Administr<sup>rs</sup> unto Mary Costleton daughter of Rob<sup>t</sup> Cosleton of the Same County, a young Heifer about twenty moneths old, for her the Said Mary to have and to hold, to Enjoy and possesse with her increase for Ever from the day of the date hereof for she her heires Exec<sup>rs</sup> & Adm<sup>rs</sup> And that the Said Robert Cosleton shall keep the Said Heifer untill the Said mary shall come to yeares of age to bee Married and after the Decease of the Said Mary, the Said Heifer to belong to the next nearest of her Kindred with the increase She is a browne heifer with a Swallow forke on the Right Eare & a peece taken out over & under the Said Eare And Cropt on the left Eare & a peece taken out over & under the Said Eare to the which deed wee bind ourselves our

heires Execut<sup>rs</sup> & Adm<sup>rs</sup> In wittnes heereof we have hereunto Sett our hands & Seales this 10<sup>th</sup> of January 1670 Liber E

Signed Sealed & Dellivered	John <b>L</b> Lambert	(locus
in presence of us	his marke	sigilli)
John Foord	her	
George Langham	Ellenor <b>E</b> Lambert	(locus
	marke	sigilli)

Henry Aspinoll demandeth a warr<sup>t</sup> ag<sup>t</sup> Tho. witter in a plea of trespas upon th<sup>e</sup> Case Subp<sup>a</sup> Henry Fletcher, warr<sup>t</sup> to the Sheriff returnable th<sup>e</sup> [blank] of march

Concordantur: B Rozer Sheriff. Sheriffs  
returne

Benj<sup>a</sup> Rozer demandeth a warr<sup>t</sup> ag<sup>t</sup> w<sup>m</sup> Boyden in an ac<sup>on</sup> of debt for two thousand forty foure pounds of Tobacco: warrant to the Coroner returnable at march Court.

Concordantur Ignatius Causine Coroner. Coroners  
Returne

Humphry warren demands a warr<sup>t</sup> ag<sup>t</sup> w<sup>m</sup> Boyden in an ac<sup>on</sup> of Debt for 1000<sup>th</sup> of tobaccoe. warrant to the Sheriff Returnable at march Court.

Compounded: B Rozer Sheriff. Sheriffs  
Returne

Elizabeth Johnson demands a warr<sup>t</sup> ag<sup>t</sup> wif<sup>t</sup> Boyden in an accon of debt for 1309<sup>th</sup> of tobaccoe. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named w<sup>m</sup> Boyden is not to be found in my Baylif-wick B Rozer Sheriff. Sheriffs  
returne

Humphry warren demands a warr<sup>t</sup> ag<sup>t</sup> Ann Fowke ac<sup>on</sup> of the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in written Ann Fowke is not to be found in my Baylif-wick B Rozer Sheriff Sheriffs  
returne

John Dougls demands a warr<sup>t</sup> ag<sup>t</sup> Tho: warner, accon of Debt for 400<sup>th</sup> of to<sup>b</sup> & Subp<sup>as</sup> for lawr: young & John prior warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff returnable ut Supra.

Compounded after the arrest B: Rozer Sheriffe. Sheriffs  
returne

Henry Bonner demands a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Chapman in an accon of Debt for 400<sup>th</sup> to<sup>b</sup>: warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Rich<sup>d</sup> Chapman I have taken & have his body here as I am by this writt required B: Rozer Sheriff. Sheriffs  
returne

Henry Bonner demands a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Chapman in a plea of trespas on the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Rich<sup>d</sup> Chapman I have taken & have his body here as I am by this writt required. B Rozer Sheriffe. Sheriffs  
returne

John Stone demands a warr<sup>t</sup> ag<sup>t</sup> Lawr: Little in a plea of trespasse upon the Case warr<sup>t</sup> to the Sheriff Returnable ut Supra

The within named lawr Little is not to be found in my Baylif-wick B Rozer Sheriff. Sheriffs  
returne

Liber E Benj<sup>a</sup> Rozer demands a warr<sup>t</sup> vers<sup>s</sup> John Simpson accon Debt  
950<sup>th</sup> To<sup>b</sup>: Warr<sup>t</sup> to the Coroner returnable ut Supra in March  
Court

Coroners The within named Jn<sup>o</sup> Simpson is not to be found in my Baylif-  
returne wick Igna: Causine Coroner

Rich Boughton dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Simpson in a plea of trespas  
on the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffes The w<sup>th</sup>in named Jn<sup>o</sup> Simpson is not to be found in my Baylif-  
returne wick B Rozer Sheriff

John Quigley by his Attorney Sa: Cressey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup>  
John Bremblecomb in an accon of debt. Warr<sup>t</sup> to the Sheriff re-  
turnable ut Supra.

Sheriffes Compounded after the arrest B Rozer Sheriffe.  
returne

Nich Skidmore dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner accon trespasse  
upon the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs The w<sup>th</sup>in named Henry Bonner I have taken & have his body  
returne here as I am by this writt required B: Rozer Sheriff.

John Grubb dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner in a plea of tres-  
passe upon the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs The within named Henry Bonner I have taken & have his body  
returne here as I am by this writt required Benj<sup>a</sup> Rozer Sheriff.

John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Goods Chattells &  
Creditts of the Estate of francis Bullock decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry  
Bonner in an accon of debt for the Sum<sup>e</sup> of Two thousand three  
hundred pounds of Tobaccoe. warr<sup>t</sup> to the Sheriffe returnable ut  
Supra.

Sheriffs The within named Henry Bonner I have taken & have his body  
returne here as I am by this writt required Benj<sup>a</sup> Rozer Sheriff.

John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> as aforesaid ag<sup>t</sup> the Said  
Henry Bonner in a plea of trespasse upon the Case. warr<sup>t</sup> to the  
Sheriff returnable ut Supra.

Sheriffs The within named Henry Bonner I have taken & have his body here  
returne as I am by this writt required B: Rozer Sheriff.

Miles Chafe dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Hatch & Robert Rowlands  
Adm<sup>rs</sup> of the Estate of francis Bullock dec'd in a plea of trespasse  
upon the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs The within named John Hatch & Rob<sup>t</sup> Rowlands I have taken &  
returne have his body here as I am by this writt required B: Rozer  
Sheriff.

Miles Chafe Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Hatch in a plea of trespasse  
upon the Case. warrant to the Sheriff returnable ut Supra.

Sheriffs The within named John Hatch I have taken & have his body here  
returne as I am by this writt required. B: Rozer Sheriff.

Miles Chafe dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Rowlands in a plea of trespas  
upon th<sup>e</sup> Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Rob<sup>t</sup> Rowlands I have taken & have his body here as I am by this writt required B Rozer Sheriffe Liber E  
Sheriffs  
returne

John Grub dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Nich<sup>s</sup> Skidmore in a plea of trespasse upon the Case Subp<sup>a</sup> Jn<sup>o</sup> Kimborowes warr<sup>t</sup> & Subp<sup>a</sup> to the Sheriff returnable ut Supra.

Non Est inventus B R : S

Sher  
returne

John Grub dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Richard Boughton accon debt 300<sup>th</sup> tobaccoe. warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>thin</sup> written Rich<sup>s</sup> Boughton is not to be found in my Baylif-wick B: Rozer Sheriffe Sheriffes  
returne

John Grub dem<sup>a</sup> a warr<sup>t</sup> against Rich<sup>s</sup> Boughton in a plea of trespasse on th<sup>e</sup> Case. warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>thin</sup> named Rich<sup>s</sup> Boughton is not to be found in my Baylif-wick B: Rozer Sheriffe Sheriffes  
Returne

Peter Roberts demands a warr<sup>t</sup> ag<sup>t</sup> Thomas waters accon debt for 870<sup>th</sup> of tobaccoe. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>thin</sup> nam'd Tho: waters is not to be found in my Baylif-wick B Rozer Sheriff. Sheriffs  
Returne

John Barnes And Comp<sup>a</sup> demand a warr<sup>t</sup> ag<sup>t</sup> John Morris in a plea of debt for 1370<sup>th</sup> to<sup>b</sup> warr<sup>t</sup> to the Sheriff Returnable ut Supra, And Subp<sup>a</sup> for Tho Gibson Jn<sup>o</sup> Gooch. [fol. 35]

Compounded After the arrest B Rozer Sheriffe

Sheriffs  
Returne

John Barnes dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>s</sup> Beck in a plea of debt for 103<sup>th</sup> tobaccoe. warr<sup>t</sup> to the Sheriffe Returnable ut Supra

The within named Rich<sup>d</sup> Beck I have taken & have his body here as I am by this writt required B Rozer Sheriffe. Sheriffs  
Returne

Sa<sup>m</sup> Tucker by his Attorney John Barnes dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Beck in an accon of debt for 423<sup>th</sup> tobaccoe. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Richard Beck I have Taken & have his body here as I am by this writt required B Rozer Sheriffe. Sheriffs  
returne

Thomas Allanson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Da<sup>n</sup> Mathena in a plea of trespasse upon the Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Daniel Mathena I have taken & have his body here as I am by this writt required B Rozer Sheriffe Sheriffs  
returne

Thomas Greenfield dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Morris in an accon of debt for 340<sup>th</sup> of to<sup>b</sup>: warr<sup>t</sup> to the Sheriff returnable ut Supra

The within named John Morris I have taken & have his body here as I am by this writt required. B. Rozer Sheriffe. Sheriffes  
returne

John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Goods & Chattells of Francis Bullock de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Richard Boughton in an accon of debt for 450<sup>th</sup> of tobaccoe. Warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Liber E      The w<sup>th</sup>in named Rich<sup>d</sup> Boughton is not to be found in my Baylif-  
 Sheriffs      wick.      B Rozer Sheriffe  
 returne

Edmond Lendsey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho<sup>r</sup>: Abbott in a plea of trespas upon th<sup>e</sup> Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named Thomas Abbott I have taken & have his body  
 returne      here as I am by this writt required      B: Rozer Sheriffe.

Benj<sup>a</sup> Rozer dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sam<sup>l</sup> Harris ac<sup>o</sup>n of debt for 1545<sup>th</sup> of tobaccoe. warr<sup>t</sup> returnable ut Supra to the Coroner.

Coroners      The w<sup>th</sup>in named Sam<sup>l</sup> Harris I have taken & have his body here  
 returne      as I am by this writt required.      Ignatius Causine Coroner.

Bernard Hamy dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Thomas Stone in a plea of trespas upon the Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      Compounded after the arrest      B Rozer Sheriffe.  
 returne

Miles Chafe dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Allen Adm<sup>rs</sup> of the Goods & Chattells of Jn<sup>o</sup> Hitchinson de<sup>o</sup>d in a plea of trespasse upon the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named John Allen I have taken & have his body here  
 returne      as I am by this writt required      B Rozer Sheriffe.

Miles Chafe dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Richard Roe in a plea of trespas upon the Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named Rich<sup>d</sup> Roe I have taken & have his body here  
 returne      as I am by this writt required      B Rozer Sheriff.

John williams dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> palam Maglohan ac<sup>o</sup>n debt 360<sup>th</sup> tobaccoe. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named palam Maglohan is not to bee found in my  
 returne      Baylifwick      B: Rozer Sheriff.

John Boswel demands a warr<sup>t</sup> ag<sup>t</sup> Law<sup>r</sup>: Little in a plea of trespas upon the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named lawr: Little is not to be found in my Baylif-  
 returne      wick      B Rozer Sheriffe

Will: Oake dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Lawr: Little in a plea of trespas upon the Case warr<sup>t</sup> to the Sheriffe returnable ut Supra

Sheriffs      The within named Lawr: Little is not to be found in my Baylif-  
 returne      wick      B Rozer Sheriff.

Eliza: Johnson as Administratrix of the goods & Chattells of Daniel Johnson de<sup>o</sup>d dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Owen Jones in an ac<sup>o</sup>n of Debt for 430<sup>th</sup> to<sup>b</sup> Warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sheriffs      Compounded after the arrest      Benj<sup>a</sup> Rozer Sheriff.  
 Returne

Rich Ambrose Dem<sup>a</sup> A warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Cady & Ellenor his wife formerly called Ellenor Corner in a plea of Debt for 400<sup>th</sup> tobaccoe. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sheriffs      The within named Robert Cady & Ellenor his wife I have taken &  
 returne      have their bodyes here as I am by this writt required      B: Rozer Sheriffe



Rich Ambrose dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich Dod in an ac<sup>o</sup>n of Debt for 400<sup>th</sup> to<sup>b</sup>: warr<sup>t</sup> to the Sheriffe returnable ut Supra. Liber E

The within named Rich Dod is not to be found in my baylif- Sheriffs  
wick B Rozer Sheriff Returne

Richard Boughton dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich Beck in a plea of trespas on the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Rich Beck I have taken & have his body here as Sheriffs  
I am by this writt required B: Rozer Sheriffe. returne

Att A Court held for the Lord Proprietary in Charles County on the 10<sup>th</sup> day of March Anno Domini 1670/71

Present Comissioners

M<sup>r</sup> Henry Adames

M<sup>r</sup> Thomas Mathewes M<sup>r</sup> Humphry Warren

M<sup>r</sup> Zachary Wade M<sup>r</sup> John Bowles

M<sup>r</sup> Francis pope M<sup>r</sup> Joseph Harrison

M<sup>r</sup> Bartholomew Coates p<sup>s</sup>ents & Servant named Mary Hubberton who is Judged to be Eighteene yeares of age.

Peter Carre in the behalfe of John Douglas presents a servant named Andrew Micaney who is judged to be Twenty one yeares of age.

M<sup>r</sup> Robert Henley p<sup>s</sup>ents his Serv<sup>t</sup> named Mary Jackson aged 21 yeares

Sam<sup>n</sup>: Cressey p<sup>s</sup>ents his servant named Ralph Ring who is Judged to be twenty two yeares old.

M<sup>r</sup> wade p<sup>s</sup>ents a Servant named Mary Hayles who is judged to be 20 yeares old.

Henry Hawkins is Sworne Constable for portobaccoe hundred.

James Smallwood Came & acknowledged a Conveyance of land to william Jenkins as followeth, the alienacon whereof was presently paid to the Sheriffe.

This Indenture made the 14<sup>th</sup> day of February Año 1670 Betweene James Smallwood of Charles County in the province of Maryland planter of the one party & William Jenkins of the Same County planter of the other party, Wittneseth that the Said James Smallwood as well for and in Considera<sup>o</sup>n of five thousand pounds of tobaccoe & Caske in hand paid before the Ensealing & delivery hereof by the said will: Jenkins whereof & wherewith the Said James Smallwood doth acknowledge himselfe fully Satisfyed Contented & paid & thereof & Every part & parcell thereof doth acquitt & discharge the Said will<sup>m</sup> Jenkins his heires Exec<sup>ts</sup> & Adm<sup>ts</sup> & Every of them by these p<sup>nts</sup> as also for divers other good Causes & Considera<sup>o</sup>ns him hereunto moveing Hath Granted, Bargained, [fol. 36]

Liber E Sold, Assigned, Sett over, & Confirmed, & by these p̄nts doth fully clearely & Absolutely Grant Bargaine Sell Assigne, Sett over & Confirm unto the Said will<sup>m</sup> Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes all that parcell of land scittuate lying & being in Charles County aforementioned Called by the name of Goates Lodge And beginning at th<sup>e</sup> Eastermost Bound tree of Zachaya Manno<sup>r</sup> bounded on the north by the Said Manno<sup>r</sup> & running west for 220 perches to a bounded oake standing in a branch of Zachaya Swamp bounded by the runne of the Said Swamp & running as the Said Runneth for 216 perches to a bounded beech tree of the land of Cap: Josias Fendall bounded by the s<sup>d</sup> Fendalls lyne to the first bound tree Con- teyning & now layd out for 150 acres more or lesse Together with all rights proffitts & benefitts thereunto belonging Royall mines Ex- cepted Now in the tenor & occupa<sup>co</sup>n of him the Said James Small- wood his heires & Assignes all & Singular which Said parcell of land together with all & Singular the houses buildings Structures or Edifices thereunto belonging or apperteyning together with all & Singular the Orchards, gardens pastures Feedings Co<sup>m</sup>ons Co<sup>m</sup>ons of pasture Ranges for hogges, woods, underwoods, water, water Courses Fishings Fowlings wayes Easements proffitts Comodities & hereditam<sup>ts</sup> whatsoever unto the Said parcell of land belonging or in any manner of way apperteyning To have & to hold the Said parcell of land & all & Singular th<sup>e</sup> p̄mises here before men<sup>t</sup>oned to be hereby bargained & Sold w<sup>th</sup> the appurtenances & Every parcell & part thereof whatsoever before named or recited unto the Said william Jenkins & his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> for Ever And the Said James Smallwood for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant grant & agree to & with the Said william Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes & Every of th<sup>m</sup> by these p̄nts That the Said will<sup>m</sup> Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & assignes Shall & may lawfully peaceably & quietly have hold occupy possesse & Enjoy all & Singular the premises before by these p̄nts bargained & Sold & Every part & p̄cell thereof with Every th<sup>e</sup> rights members & appurtenances without the lawfull lett Suite Trouble Eviction Expulsion Inter- ruption or demand of or by the Said Smallwood or of or by his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> or any or Either of them or of or by any other person or persons lawfully Claiming from by or under them or any of them or their or any of their uses or from or under their or any of their Titles Estates meanes or procurement as Alsoe Ac- quitted & discharged or within Convenient time after reasonable request made well & Sufficiently Saved & kept harmles of & from all & all manner of former & other bargaines Sales Estates Form<sup>r</sup> Leases Tittles Dowes Rights & tittles of Dowes Joyntures uses, Intayles wills Rents charges Rent Services Arrearages of rents, Statutes Recognisances Judgements Execu<sup>co</sup>ns troubles charges & demands whatsoever made, Done, or comitted or wittingly or willingly Suffered

by the Said James Smallwood his heires Ex<sup>rs</sup> & Adm<sup>rs</sup> or any of them or of or by any other person or persons whatsoever lawfully claiming by from or under them or any of them or to their or any of their uses or by their or any of their titles Estates meanes or procurement & the Said James Smallwood for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> all & Singular the before bargained premises with their Appurtenances & Every part & parcell thereof unto the Said william Jenkins his heires Executors & Administrat<sup>rs</sup> And Assignes to the intent & meaning aforesaid Shall & will warrant & for Ever Defend by these p<sup>nts</sup> the rents & services which from henceforth from time to time Shall grow due (for & in respect of the aforementioned premises hereby Sold) payable to the Lord or Lords of the fee or Fees thereof for & in respect of his or their Seignory or Seignorys Only Excepted & foreprized In wittnes whereof the parties first above named to these p<sup>nt</sup> Indentures have Interchangeably Sett their hands & Seales the day & yeare first abovewritten

Signed Sealed & dellivered his

together with possession	James <b>3</b> Smallwood	(locus
by livery & Seizin by Turfe	marke	sigilli)
& Twigge in p <sup>r</sup> sence of us		
Henry Hawkins		
John Owen		
Thomas <b>T</b> Hargas		
his marke		

John Boyden came & acknowledged this Ensueing Conveyance of land to william Boyden & Mathew Sanders.

This Indenture made the 14<sup>th</sup> day of march A<sup>o</sup> Dni: 1670, Between John Boyden of Charles County in the province of Maryland planter of the one part & william Boyden & Mathew Sanders of the County aforesaid planters of the other part witnesseth that the Said John Boyden for and in Considera<sup>o</sup>n for and in Considera<sup>o</sup>n of the Summe of 3000<sup>th</sup> of Tobaccoe by bill past before the En-sealing & dellivery of these p<sup>nts</sup> by th<sup>e</sup> Said William Boyden & Mathew Sanders the Receit thereof the Said John Boyden doth hereby acknowledge and himselfe to be therewith fully Satisfyed & Contented & therefrom doth acquitt & discharge the Said william boyden & Mathew Sanders their heires Executors & Administrators hath Bargained Sold aliened Enfeoffed & Sett over and by these p<sup>nts</sup> doth fully freely & absolutely Bargain Sell, Alien Enfeoffe & Sett over unto the Said william Boyden & Mathew Sanders their heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes for Ever all that parcell of land called by the name of S<sup>t</sup> Margaretts Lying in Charles County aforesaid Beginning at a bounded peckickory Standing on the Southwest Side of a branch running up S<sup>t</sup> Thomas Creeke Standing neere the land of Thomas wentworth running west fifty perches to the bound

Liber E tree of Daniel Mathena & William Boyden being a white Oake thence running Southwest & by west adjoyning upon the head line of william Boyden for length one hundred Sixty & Six perches to a bounded blacke oake thence South East one hundred & ten perches to a bounded Red oake thence untill it Comes to the first bound tree, Conteyning & now layd out for Eighty acres more or lesse as is Specified in pattent & granted from the lord proprietary formerly unto John Boyden relaçon thereto had may more att large appeare & now in the possession of witt Boyden and Mathew Sanders together with all & Singular its rights members Jurisdicçons & appurtenances and also all houses Edifices buildings, gardens, orchards yards Backsides, Easements tenements meadows, pastures Feedings, wayes, water Courses profitts Comoditys & appurtenances whatsoever unto the Said land belonging or in any manner of way apperteyning, with all the Estate right title Interest use, property, reversion Claime or demand whatsoever Belongeth of him the Said John Boyden of or to the Same Together with all deedes writings Evidences, Charters manuscripts whatsoever Touching or in any wise concerning the Same premises or any part or parcell thereof To have & to hold to them the Said william Boyden & Mathew Sanders their heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes for Ever And I the


[fol. 37] Said John Boyden doe for me my heires Ex<sup>rs</sup> & Adm<sup>rs</sup> covenant promise grant & agree to & with the Said william Boyden & Mathew Sanders their heires Exec<sup>rs</sup> & Adm<sup>rs</sup> that them the S<sup>d</sup> Witt Boyden & Math<sup>r</sup> Sanders their heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes Shall & may by force & vertue of these pnts from time to time & at all times for Ever hereafter have hold use occupy possesse & Injoy the before bargained Parcell of land & all and Singular the appurtenances thereunto belonging or in any manner of way apperteyning & have receive & take the rents Issues & proffitts thereof to their owne proper use & behoofe without any manner of lett trouble Eviction Exquation interruption or demand of or by the Said John Boyden or of or by his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes or any or Either of them or of or by any other person or persons lawfully claiming by from or under them or any of them or of or by any other persons whatsoever the rents & Services w<sup>ch</sup> from henceforth from time to time for and in respect of the before mentioned premises hereby Sold Shall grow due & payable to the Chiefe Lord or Lords of the Fee or Fees thereof for and in respect of his or their Seignory or Seignorys onely Excepted and foreprized and the Said William Boyden & Mathew Sanders to pay a fine for the Alienaçon of the Said Land above Specified or any part or pcell thereof one whole yeares rent in Silver or gold or the full vallew thereof in Such Comodities as the Lord proprietary or any officer or officers apointed by the Lord prop<sup>ry</sup> from time to time to Collect the Same and receive it as is Specified in pattent In wittnes whereof the parties abovesaid to these pnt

Indentures have interchangeably Sett their hands & Seales the day & yeare first abovewritten      John Boyden (Locus Liber E  
Signed Sealed & Dellivered      Sigilli)  
in the presence of us  
Robert Robins  
Richard A Chapman  
his marke

William Boyden came & acknowledged this Ensueing Conveyance of land to Henry Moore

This Indenture made the Second day of March Anno Domini 1670 Between William Boyden of Charles County in the province of Maryland planter of the one part and Henry Moore of the Said County planter of the other part Witnesseth that the Said william Boyden for and in Consideration of a mare & other Deeds to him in hand dellivered before the Ensealing & dellivery of these pnts by the Said Moore the Receit whereof the Said william Boyden doth hereby Acknowldge and himselfe to be therewith fully Satisfyed & Contented and therefrom doth acquitt & discharge the Said Henry Moore his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Hath Bargained, Sold, Aliened, Enfeoffed and Sett over And by these pnts doth fully freely & Absolutely Bargain Sell Alien Enfeoffe Assigne & Sett over unto the Said Henry Moore his heires Exec<sup>rs</sup> And Adm<sup>rs</sup> or Assignes for Ever all that parcell of land Comonly called Whitland Lying Scittuate & being on the north Side of Pascatoway River and on the South Side of a Creeke of the Said River called Mattawoman or S<sup>t</sup> Thomas Creeke Conteyning foure hundred and fifty acres more or less butted & bounded as per pattent & granted from th<sup>e</sup> Right Hon<sup>ble</sup> th<sup>e</sup> Lord prop<sup>ty</sup> formerly to Thomas Hussey relacon being thereto had may more at large appeare last in the possession of william Boyden but now in th<sup>e</sup> possession of Henry Moore Together with all & Singular its Rights members Jurisdic<sup>t</sup>ions and appurtenances, as also all houses Edifices buildings, gardens, orchards, yardes Backsides Easements tenements meadows pastures feedings wages water Courses proffits Comoditys & appurtenances whatsoever unto the Said land belonging or in any manner of way apperteyning with all the Estate Right title interest use property reversion claime or demand whatsoever of him the Said will<sup>m</sup> Boyden of or to the Same Together with all deeds writings Charters manuscripts or Evidences whatsoever touching or in any way concerning the Said premises or any part or parcell thereof To have & to hold the aforesaid parcell of land & all & Singular the premises with their appurtenances before bargained & Sold unto the Said Henry Moore and his assignes for Ever And the Said William Boyden for himselfe his heires Execut<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant promise and grant to and with the Said Henry Moore his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes that th<sup>e</sup> premises now are & for Ever hereafter Shall bee & Continue free & Cleare &

**Liber E** freely & clearely Acquitted Exonerated & discharged of & from all former Singular & other Bargaines Sales gifts grants leases rents arreareages of rents Rent charges Mortgages Joyntures Dowes rights & tittles of Dowes Claimes demands & incumbrances whatsoever by him them or any of them or any of them had done or Comitted or to be had done or Chomitted And the Said william Boyden for himselfe his heires Execut<sup>rs</sup> & Administrators the afore-said parcell of land & all & Singular other the premises before bargained & Sold w<sup>th</sup> the Appurtenances whatsoever unto the Said Moore his heires & Assignes for Ever Against him the Said Boyden his heires & Assignes & against all & Every person & persons whatsoever lawfully claiming by from or under him them or any of them Shall & will warrant & for Ever defend by these p<sup>nts</sup> And the Said william Boyden for himselfe his heires Executo<sup>rs</sup> & Administrato<sup>rs</sup> doth Covenant promise and grant to and with the Said Henry Moore his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & assignes And Every of them by [fol. 38] these p<sup>nts</sup> that he the Said Henry Moore his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes & Every of them Shall & may by force & vertue of these p<sup>nts</sup> from time to time & att all times for Ever hereafter lawfully peaceably & quietly have hold use occupie possesse & Enjoy the S<sup>a</sup> land & all & Singular the before bargained premises with their & Every of their Rights members & appurtenances and have receive and take the rents Issues & proffitts thereof to his & their owne proper uses & behoofes w<sup>thout</sup> any manner of lett trouble, Eviction or interruption of him the Said william Boyden his heires Executors Administrators or any of them or of or by any other person or persons whatsoever by from or under any of them the rents and Services which from henceforth Shall grow due and payable to the Chiefe lord, or lords of the Fee or Fees for and in respect of his or their Seignory or Seignorys only Excepted & foreprized And the Said william Boyden doth further Covenant & promise to and with the Said Henry Moore his heires & assignes Shall & will at any time within three yeares next Following upon the request and upon & at the Cost & charge in law of the Said Moore his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> or Assignes make and delliver Such further Assurance or Assurances in law as the Said Boydens title his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes can by any legall meanes procure Either by from or under them or any of them or any of them as the law by their learned Counsell Shall the Said Moore his heires Execut<sup>rs</sup> or Administrat<sup>rs</sup> Advise, or the Said Boyden his heires Exec<sup>rs</sup> & Administrat<sup>rs</sup> thereto require In wittnes whereof the parties Aforesaid to these indentures interchangeably have Sett their hands & Seales the day & yeare first above written Signed Sealed & Dellivered

in psence of us	William Boyden	(locus sigilli)
Sa Cressey	her	
John Boyden	Anne  Boyden	(locus sigilli)
	marke	

Henry Moore & Elizabeth his wife Came & Acknowledged this Liber E  
Ensueing Conveyance of land to John Allen.

This Indenture made the 11<sup>th</sup> day of March in th<sup>e</sup> xxxix<sup>th</sup> yeare of the dominion of Caecilius absolute Lord & proprietary of the provinces of Maryland and Avalon Lord Baron of Baltemore & Annoq Domini 1670 Between Henry Moore of Charles County in the province of Maryland planter of the one part and John Allen of the Same County Gent: of the other part Wittnesseth that the Said Henry Moore as well for and in Consideraçon of the Sumē of fiftene thousand pounds of tobaccoe to him in hand payd before the ensealing & dellivery of these pnts by the Said John Allen the receipt whereof the Said Henry Moore doth hereby acknowledge & thereof and of Every part & Pcell thereof doth Exonerate, acquitt & discharge the Said John Allen his heires Exec<sup>rs</sup> Administ<sup>rs</sup> & Assignes And by these pnts hath given granted Bargained Aliened, & Sold And by these pnts doth give grant alien Bargaine and Sell unto the Said John Allen his heires & Assignes for Ever All that parcell of land called Moores Lodge on the north Side of Potowmack river on the north branch of Sakayo Swamp in the woods adjoyning to the land laid out to Daniel Johnson and Richard Morris beginning att a marked oake in the nethermost line of the Said land and running west & by South in the Said line for bredth Seventy & five perches unto a marked pickory tree bounding on the west by a line drawne north and by west from the Said peckicory for length three hundred & twenty perches to a marked oake, on the north by a line drawne East & by north for bredth Seventy & five perches, on the East by a line Drawne South & by East from the End of the East & by north line unto the first marked oake Conteyning & now layd out for one hundred & fifty acres more or lesse Together with all profitts Rights & Benefitts thereunto belonging Royall mines Excepted To have & to hold the Said parcell of land & all & Singular the bargained premises with their & Every of their rights members & appurtenances unto him the Said John Allen his heires & Assignes for Ever And the Said Henry Moore for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth hereby Covenant & grant to & with the Said John Allen his heires & Assignes That hee the Said Henry Moore his heires Exec<sup>rs</sup> & Admin<sup>rs</sup> the Said parcell of land & all other the bargained premises unto him the Said John Allen his heires & Assignes ag<sup>t</sup> all persons whatsoever Shall & will warr<sup>t</sup> & for Ever defend by these pnts the rents & Services hereafter to become due & payable to the lord proprietary for the Same always Excepted & foreprized And farther the Said Henry Moore his heires & Assignes Shall & will from time to time & att all times hereafter during the Space of Seven yeares, at the reasonable request & at the proper Cost & Charge in law of him the Said John Allen his heires & Assignes make doe, Execute & Suffer, & Cause to be made done Executed & Suffered all & Every Such Act or Acts thing or things, device or devices assur-

Liber E    ance or Assurances w<sup>t</sup>soever requisite in the premises, for the better assuring and more Sure making of the Said Bargained premises unto him the Said John Allen his heires & Assignes for Ever, Be it by Enrolment of these p<sup>nt</sup>s fine feoffment or other ways or by any Such lawfull wayes or meanes as by him the Said John Allen his heires & Assignes or his or their Councell learned in the law Shall bee reasonably devised advised or required In witnes whereof the parties above men<sup>t</sup>oned to these p<sup>nt</sup> Indentures have interchangeably Sett their hands & Seales the day & yeare first above written

Signed Sealed & Dellivered	Henry Moore	(locus
in the p <sup>r</sup> sence of us		Sigilli)
Sa Cressey	Elizabeth Moore	(locus
Philip Gibbon		Sigilli)

[fol. 39]    M<sup>r</sup> John Allen did appoint Rich<sup>d</sup> Edelen his Attorney in any Cause that may in this Court Concerne him.

Likewise Nich: Solby doth acknowledge the Said Richard Edelen his Attorney in any ac<sup>co</sup>n that Concerneth him.

In a Certain matter of Difference Depending Between John Grub p<sup>ft</sup> and Henry Bonner Def<sup>t</sup> in a plea of trespas upon the Case the Def<sup>t</sup> by his Attorney Thomas Lomax requesting it had an imparlance granted till the next Court.

In a Certain matter of difference depending Between Nich Solby p<sup>ft</sup> and Henry Bonner Def<sup>t</sup> in a plea of trespas upon the Case the Def<sup>t</sup> by his Atturney Thomas Lomax (he having first produced & proved his letter of Atturney here underwritten) requested an Imparlance till the next Court which was granted him.

Know all men by these p<sup>nt</sup>s that I Henry Bonner of Charles County in the province of Maryland Gen<sup>t</sup>: have made, Assigned, ordeyned Authorized, Appointed, & deputed & in my place & Steed have putt & Constituted my loving Brother Thomas Lomax of the County & province aforesaid merchant my true & lawfull Attorney in my name & Steed to demand, Sue for, recover, & receive what tobaccoe is due to me Giving & by these p<sup>nt</sup>s Granting unto my Said Attorney my full power & Good right & lawfull Authority to Sue, arrest, declare implead Condemne, & out of prison again to delliver & to doe Execute performe & finish whatsoever Shall be necessary to be done in as larg & ample manner as if I were personally present ratifying & Confirming whatsoever my Atturney lawfull doe cause or procure to be done by virtue of these p<sup>nt</sup>s In wittnes whereof I have hereunto Sett my hand & Seale this 13<sup>th</sup> of march 1670.

Signed Sealed & Dellivered	Henry Bonner	(locus
in the p <sup>r</sup> sence of		Sigilli)
John Taylour		
Thomas Taylour		



Sa<sup>m</sup>: Harris being Attached to answer to Benj<sup>a</sup> Rozer in a plea Liber E  
of debt for the Sum<sup>e</sup> of One thousand five hundred forty & five  
pounds of tobaccoe due to the Said Benj<sup>a</sup> Rozer by bill bearing date  
the [blank] day of [blank] Anno Domini [blank] came & Acknowl-  
edged a Judgement to the Said Benj<sup>a</sup> Rozer for the Said Debt of  
1545<sup>th</sup> of Tobaccoe with Costs of Suite & this Ensueing Bill of  
Costs was allowed by the C<sup>t</sup>.

To attorneys Fees..... 60

To com<sup>n</sup>: & attendance on the Court..... 90

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150

Henry Bonner being Attached to answer to John Hatch & Rob<sup>t</sup>  
Rowlands Adm<sup>rs</sup> of the goods chattells & Creditts of francis Bullock  
decd of a plea that he render unto them two thousand three hundred  
pounds of tobacco by his Attorney Thomas Lomax craved an Im-  
parlance till the next Court which was granted him

Likewise a reference was granted to the Said Henry Bonner till  
th<sup>e</sup> next Court in another matter of Difference depending betwene  
John Hatch & Robert Rowlands pft<sup>s</sup> as Adm<sup>rs</sup> of francis Bullocks  
Estate & the Said Henry Bonner D<sup>eft</sup> in a plea of trespassse upon  
the Case, at the request of Thomas Lomax Atturney for Henry  
Bonner as aforesaid.

Miles Chafe Came & appeared to prosecute his Suite Comenced  
against John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Estate of  
Francis Bullock decd D<sup>efts</sup> who likewise appeared to defend the Said  
Suite.

whereupon the pft preferd his declaracon to the Court to the  
Effect as followeth.

And whereupon the Said Miles Complaineth ag<sup>t</sup> the Said John &  
Robert for that whereas the Said John & Robert having administred  
on the Estate of Francis Bullock did altogether refuse to Satisfy  
to him the Said Miles the Sum<sup>e</sup> of Two thousand nine hundred ninety  
& nine pounds of Tobaccoe & Caske due to him the Said Miles in  
Consideracon of Severall potions of phisick & other attendance ad-  
ministred to the Said Francis Bullock in his life time by John  
Meredith Servant to him the Said Miles whereby the Said miles is  
very much damnified & thereupon he bringeth his suite.

Thereupon the Def<sup>ts</sup> alleaged that they had Satisfyed the Said  
Jn<sup>o</sup> Meredith & that his S<sup>d</sup> Master had given him free tolleracon to  
receive the Same & to verifie this desired walter Davies his oath  
might be taken.

who being aged about thirty yeares Sworne in open Court Saith  
That he heard the abovenamed miles Chafe Give his Servant John  
Meredith tolleracon to buy or Sell any goods whatsoever & further  
S<sup>th</sup> not.

Liber E And further the Defendants produced a Quietus Est & alleadged that they had fully administred whereupon the Court in regard the Pft did neither alleadge nor make any devastavit appeare gave Judgem<sup>t</sup> ag<sup>t</sup> the pft upon Nulla Causa with Costs of Suite.

whereupon the Def<sup>ts</sup> preferd this Ensueing Bill of Costs.

To Attorneys Fees in the S <sup>d</sup> ac <sup>on</sup> .....	060	} lb to b: 470
To John Hatch for goeing coming & Attendance on the Court 3 dayes att 30 <sup>th</sup> p diem.....	090	
To Robert Rowlands for goeing coming & attendance on the Court 3 dayes att 30 <sup>th</sup> p.....	090	
To walter Davies for goeing coming & attendance on the Court 3 dayes att 30 <sup>th</sup> p diem.....	090	
To Thomas Beamond for goeing coming & attendance on the Court 3 dayes att 30 <sup>th</sup> p diem.....	090	
To the nonsuite.....	050	
	<u>470</u>	

w<sup>ch</sup> was granted him

Miles Chafe pft: John Hatch Def<sup>t</sup>

The p<sup>t</sup> declared upon a plea of trespassse on the Case ag<sup>t</sup> the Said John Hatch for phisick but proved not the assumption or receipt of the Said phisick whereupon the Court gave Judgm<sup>t</sup> de nulla Causa against the pft with Costs of Suite And the def<sup>t</sup> Preferd this Ensueing bill of Costs

To Attorneys Fees.....	60	} w <sup>ch</sup> was granted.
To a nonsuite.....	50	
	<u>110</u>	

[fol. 40] Miles Chafe pft: Rob<sup>t</sup> Rowlands Def<sup>t</sup>

In a plea of Trespasse on the Case.

The Pft declared against the Def<sup>t</sup> for the Sum<sup>e</sup> of Three hundred pounds of Tobaccoe for phisick administred to the Def<sup>ts</sup> family by the pfts Servant John Meredith and the pft not being able to prove the assumption nor the dellivery of the Phisick to the Dēft the Court gave Judgement ag<sup>t</sup> the pft de nulla Causa with Costs of Suite.

whereupon the Defend<sup>t</sup> preferred this Ensueing bill of Costs.

To Attorneys Fees....	60	} which was granted him ag <sup>t</sup> the pft.
For a nonsuite.....	50	
	<u>110</u>	

Reference granted till next Court in a Certain matter of difference depending between Nich Solby pft & John Morris Defendant.

John Barnes Pft came & appeared to prosecute his Suite Comenced ag<sup>t</sup> Rich Beck Def<sup>t</sup>: by his Attorny Rich<sup>d</sup> Boughton constituted in

his behalfe by John Stone whose letter of attorney being found Liber E  
insufficient to empower another Attorney the Defendant being there  
present Craved a nonsuite which was granted him with Costs of Sute,  
whereupon the Def<sup>t</sup> Preferd to the Court this Ensueing bill of Costs  
w<sup>ch</sup> was granted him.

To a nonsute.....	050
To attornys Fees in the Said Accon.....	060
To goeing Coming & Attendance.....	090
	<hr/>
	200

Samuel Tucker having Empowred John Barnes he authorised John  
Stone who deputed Richard Boughton to appeare & Prosecute the  
Suite by him Comenced against Richard Beck who by his Attorny  
Thomas Lomax came & appeared to defend the Same & By request  
of the Defendants Attorney the letter of Attorney from the Said  
Sa<sup>m</sup>: Tucker to Jn<sup>o</sup> Barnes being found insufficient which was the  
ground of all the other he not being authorized to depute any other  
the Defendant craved a nonsuite with Costs of Suite against the p<sup>ft</sup>  
w<sup>ch</sup> was granted him: whereupon he preferred this Ensueing Bill of  
Costs which was by th<sup>e</sup> Court allowed him ag<sup>t</sup> the p<sup>ft</sup>:

To a nonsuite.....	050
To Attornys Fees in ditto Case.....	060
To goeing coming & attendance.....	090
	<hr/>
	200

Edmond Lendsey p<sup>ft</sup>:      Tho Abbott Def<sup>t</sup> in a plea of  
trespas upon the Case

And whereupon the p<sup>ft</sup> Complaineth ag<sup>t</sup> the Def<sup>t</sup> for that whereas  
on the 25<sup>th</sup> of Sept<sup>r</sup> in th<sup>e</sup> xxxvii<sup>th</sup> yeare of the Dominion of  
Caecilius &c Annoq Dni 1668 & att divers days & times Since  
untill the 20<sup>th</sup> of feb<sup>ry</sup> in the Said yeare the Said Thomas had rec<sup>d</sup>  
from th<sup>e</sup> p<sup>ft</sup> divers & Sundry parcells of drinke & other ordinary  
accomodacons Amounting to the Sum<sup>e</sup> of Three hundred and Elleven  
pounds of Tobacco a particular acco<sup>t</sup> whereof is here in Court by  
the Said p<sup>ft</sup> produced In Considera<sup>on</sup> whereof the Def<sup>t</sup> did then  
assume on himselfe & to the p<sup>ft</sup> faithfully promise to pay the Said  
Sum<sup>e</sup> of 311<sup>lb</sup> of Tobaccoe when thereunto required: yet never-  
theles although often thereunto required the S<sup>d</sup> Sum<sup>e</sup> of 311<sup>lb</sup> of  
Tobaccoe hath not Satisfyed but doth altogether refuse to pay the  
Same whereby the p<sup>ft</sup> Saith hee is damnified & hath loss to the  
vallew of 500<sup>lb</sup> of Tobaccoe & thereupon hee bringeth his Suite

whereupon the Def<sup>t</sup> craved a reference till next Court w<sup>ch</sup> was  
granted

Liber E Miles Chafe Pft      John Allen Adm<sup>r</sup> of the goods & Chattells of  
John Hitchinson de<sup>d</sup> Defendant in a plea of  
trespasse upon the Case.

whereupon the pft preferred his declara<sup>o</sup>n to be read in Court  
as folt:

The S<sup>d</sup> Miles Complaineth ag<sup>t</sup> the Said John for that the Said  
John Hitchinson before his Decease in th<sup>e</sup> xxxvii yeare of the  
Dominion of Caecilius &c Annoq<sup>ue</sup> Dñi 1668 or thereabouts agreed  
with the Said miles to teach him the Said Hitchinson to play upon  
the Gitthren for which he oblig'd to pay the Said miles 800<sup>lb</sup> of  
tob<sup>o</sup> & Caske: But the Said Hitchison dying presently after the  
Said miles had performed on his part & the Said John Administring  
the Said miles did at Severall times demand the Said Summe of 800<sup>lb</sup>  
tobaccoe from the S<sup>d</sup> John but he as often denying to Satisfie the  
Said Summe & Still refusing is to the S<sup>d</sup> Miles his Damage 500<sup>lb</sup> of  
tobaccoe & thereupon he Bringeth his Suite

whereupon the Def<sup>ts</sup> Attorney Rich<sup>d</sup> Edelen craved a refference till  
next Court which was Granted.

Rich<sup>d</sup> Ambrose pft:      Robert Cady & Ellenor his wife formerly  
calld Ellenor Corner in a plea of debt for  
th<sup>e</sup> Sum of 400<sup>lb</sup> of tobaccoe Defend<sup>ts</sup>

The pft declareth ag<sup>t</sup> the Def<sup>ts</sup> for that whereas the Said Ellenor  
during the time of her widdowhood by a certain writing obligatory  
Sealed with the Seale of her the Said Ellenor bearing date the 11<sup>th</sup>  
day of march 1669 in th<sup>e</sup> xxxviii year of the Dominion of Caecilius  
&c, did become bound to pay to the Said pft the Summe of 400<sup>lb</sup> of  
tobaccoe on the 10<sup>th</sup> day of october next yet nevertheles the Said  
Defend<sup>ts</sup> the Said obliga<sup>o</sup>n little minding or regarding but devising  
him the S<sup>d</sup> Pft of the S<sup>d</sup> Summe of 400<sup>lb</sup> of tobaccoe to deceive the  
Said Summe of 400<sup>lb</sup> tobaccoe although often thereunto required  
hath not payd but do altogether refuse to pay the Same to his the  
S<sup>d</sup> Plts Damage to the vallew of 600<sup>lb</sup> of tobaccoe & thereupon he  
bringeth his Suite.

whereupon the Def<sup>t</sup> craved a refference till next Court w<sup>ch</sup> was  
granted.

In a Certain matter of difference depending between Rich<sup>d</sup> Bought-  
ton pft & Rich<sup>d</sup> Beck deft in a plea of trespasse upon the Case the pft  
not being able to prove any assumption the Court ordered the Said  
Boughton be nonsuite & pay Costs of Suite: whereupon the def<sup>t</sup>  
preferd this Ensueing bill of Costs w<sup>ch</sup> was allowed him:

To a nonsuite.....	050
To Attornys Fees.....	060
To Coming goeing & Attendance at Court.....	090

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200

Sam: Price by his Attorney Rich: Boughton Came & appeared to prosecute his Suite Comenced ag<sup>t</sup> Ed: Madock who by his Attorney Richard Edelen came & appeared to defend the Same. Liber E  
[fol. 41]

whereupon the p<sup>l</sup>t preferred his declaracōn w<sup>ch</sup> was Read in Court to the Effect as fo<sup>l</sup>l:

The p<sup>l</sup>t Complaineth ag<sup>t</sup> the Def<sup>t</sup> for that whereas th<sup>e</sup> Def<sup>t</sup> for that whereas on the 6<sup>th</sup> of Jan<sup>ry</sup> last past or thereabouts the S<sup>d</sup> p<sup>l</sup>t did Employ him th<sup>e</sup> s<sup>d</sup> def<sup>t</sup> in looking after a Runaway Servant belonging to him the S<sup>d</sup> P<sup>l</sup>t who had at that time absented himselfe from his Service in Consideracōn whereof the Said p<sup>l</sup>t did then assume on himselfe & to the S<sup>d</sup> Def<sup>t</sup> did promise that he would pay to the S<sup>d</sup> Def<sup>t</sup> the Sume of foure hundred pounds of tobaccoe which nevertheles the S<sup>d</sup> Defend<sup>t</sup> although often thereunto required hath not Satisfyed but doth altogether refuse to pay the Same to the S<sup>d</sup> P<sup>l</sup>t<sup>s</sup> Damage the Sume of 600<sup>lb</sup> of to<sup>b</sup> & thereupon he bringeth his Suite.

Whereupon after many alligations by the Atturnys on Either Side the S<sup>d</sup> P<sup>l</sup>t having proved his declaration the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for the Sume of foure hundred pounds of tobaccoe with Costs of Suite: whereupon the p<sup>l</sup>t preferred this Ensueing bill of Costs which was allowed him:

	lb To <sup>b</sup> :
To Atturnys Fees.....	060
To the Said Sam price for his owne Coming goeing & attend on the Court 3 days att 30 <sup>lb</sup> p̄ diem.....	090
To Tho: Steele & his wife for Evidence charge for a <sup>l</sup> l 2 Courts 2 days Each Court att 30 <sup>lb</sup> p̄ diem.....	240
To John ward for 3 days att: at Court at 30 <sup>lb</sup> p̄ diem....	090
	480

Upon a Reference granted the last Court in a certain matter of difference depending between James Smallwood P<sup>l</sup>t: & Martha Lewgar Adm<sup>rx</sup> of the Goods Chattells & Creditts of John Lewgar de<sup>cd</sup> in a plea of debt.


The p<sup>l</sup>t preferred his declaracōn as fo<sup>l</sup>l:

The Said James Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Martha for that whereas the Said John Lewgar in his life time on the tenth day of october in th<sup>e</sup> xxxvii<sup>th</sup> yeare of th<sup>e</sup> Dominion of Caecilius Annoq Domini 1668 by a certain writing under th<sup>e</sup> Seale of him the Said John did become bound unto th<sup>e</sup> Said James to pay unto him the Sume of foure hundred & ten pounds of tobaccoe & Caske when thereunto required Notwithstanding the Said John in his life time nor the Said Martha as Administratrix of his Goods & Chattells since his death the Said Sume of 410<sup>lb</sup> of tobaccoe to him the Said James although often thereunto required hath not Satisfyed but doth altogether refuse

Liber E to pay the Same to the great damage & Injury of him the Said James Whereupon the S<sup>d</sup> James Saith he is damnified & hath loss to the vallew of 650<sup>th</sup> of tobaccoe & thereupon he bringeth his Suite

And for Confirmation of this his declaracon he produced this Ensueing bill

This Bill bindeth me John Lewgar of Charles County in the province of Maryland my heires Exec<sup>rs</sup> or Adm<sup>rs</sup> to pay or Cause to bee payd to James Smallwood of the Same place his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or assignes the full & Just Sume of foure hundred & ten pounds of tobaccoe & Caske according to act of assembly to bee payd upon demand in Some Convenient place in Charles County Witnes my hand this 10<sup>th</sup> of october 1668

Sealed & dellivered	Signed John Lewgar	(locus
in the psence of		Sigilli)
Ellenor  Wood		
Henry Hawkins		

whereupon Judgem<sup>t</sup> of Court then past ag<sup>t</sup> the def<sup>t</sup> for the Said Sume of foure hundred and tenn pounds of Tobaccoe with Costs of Suite which were allowed the p<sup>ft</sup> according to his Ensueing Bill by him preferred

To Attornys Fees for drawing th <sup>e</sup> Declaracon.....	060
To his owne Coming goeing & Attendance two Courts two	} 120
days Each Court att 30 <sup>th</sup> p diem.....	

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180

In a certain matter of difference depending between John Charman And Robert Downes dēft both P<sup>ft</sup> & Def<sup>t</sup> appearing to Bring the Suite Comenced to a Legall End Whereas at a Court held in Charles County on the 14<sup>th</sup> day of August in the xxxviii yeare of the Dominion of Caecilius &c Annoq<sup>ue</sup> Domini 1669, It was then ordered that by a Jury of twelve men & a Surveyor Enquiry Should be made in whose possession that land was that was So pretended to be trespassed upon & who the Said land properly belonged unto whereupon by vertue of the Said order of Court a writt was Issued to the Sheriffe as foll:

(The Seale  
of the County)

Signed: Thō: Mathewes:

whereas att a Court held in Charles County th<sup>e</sup> 14<sup>th</sup> day of August Anno Domini 1669 It was then ordered in a Certain matter of difference then depending in the Said Court between John Charman p<sup>ft</sup> & Rob<sup>t</sup> Downes Def<sup>t</sup> in an acon of trespas concerning a parcell of land that a Jury Should be impanelld to Decide the Said Difference These are therefore in the name of the Right Hon<sup>ble</sup> the Lord prop<sup>ry</sup> to Comānd you that you Sumons twelve good & lawfull

men of your Baylifwick to Enquire the bounds of the Said Land & to whom it properly apperteynes & that you Cause that thereof they make a returne under their hands & Seales with the Surveyour likewise. Hereof faile not Given under my hand & the County Seale this 9<sup>th</sup> of Aug<sup>t</sup> 1670  
 To the Sheriffe of Charles County or his Deputy

En<sup>t</sup> p me

Henry Bonner C<sup>l</sup>k

Liber E

By vertue of which warr<sup>t</sup> the Sheriff Empanell<sup>d</sup> twelve lawfull men of the County & the Returne by them under their hands & Seales made here in Court produced as fo<sup>ll</sup>: viz:

Whereas by vertue of a warrant granted the ninth day of August Anno 1670 by the worshipfull Com<sup>rs</sup> of Charles County wee whose names are here underwritten being on a Jury impanelld in a certain matter of difference depending in an ac<sup>con</sup> of trespass between John Charman P<sup>lt</sup> & Robert Downes d<sup>eft</sup> Concerning a parcell of land now in Controversy between them the Said Charman & Downes to Enquire the bounds of the Said Charmans land and to whom the land now in Controversy properly apperteynes and thereof to make a returne under our hands & Seales In Compliance whereof wee having with the Surveyour Surveyed as Exactly as we Could with his Chaine the bredth of the Said Charmans land and we do find that the Said Charman hath about twenty perches more w<sup>th</sup>in his bounds then the quantity of perches mentioned in his the S<sup>d</sup> Charmans And that hee the Said Charman holding the bounds of his pattent then the Said land in dispute is Really & properly the Said Charmans but if in Case he holdeth no more then the Just quantity of Perches men<sup>tioned</sup> in his the Said Charmans pattent then part of the Said land to witt the planta<sup>con</sup> to be Really & properly belonging unto the Said Robert Downes and unto this we have here fixed our hands & Seales this 25<sup>th</sup> of August 1670: Signed:

[fol. 42]

Richard Fowke	(locus sigilli)	William P Potter	(locus sigilli)
B: Marshiguay	(sigill)	John H Hill	(locus sigilli)
James M Mackey	(locus sigilli)	Thomas T Galley	(locus sigilli)
his marke		his marke	
Alexand <sup>r</sup> A white	(locus sigilli)	John + Wodard	(locus sigilli)
his marke		his marke	
James L Lee	(locus sigilli)	George Lodge	(locus sigilli)
his marke			
Cornelius P Macarnan	(locus sigilli)	EDWARD MING	(locus sigilli)
his marke			

But the D<sup>eft</sup> by his Attorney R: Boughton pretending that although the Judgem<sup>t</sup> of the Court was that the S<sup>d</sup> Charman was to Enjoy according to the bounds mentioned in his pattent to prove the tres-  
 passe Comitted the p<sup>lt</sup> requested the two Ensueing Evidences might

Liber E be taken as to that point who being Sworne in open Court Gave in their testimonys in writing as foll viz<sup>t</sup>.

Richard Edelen Deputy Surveyour aged about thirty one that according to the bound tree of John Charman South & by west line Specified in his pattent that Robert Downes hath Cleared ground in the west line of the Said Charman as wittnes my hand

Richard Edelen

Samuel Cressey aged twenty Seven yeares or thereabouts Sworne Saith that according to the bound tree Shewed him as the bound tree of John Charmans pattent the Said Robert Downes had Cleared planted & had then tobaccoe growing on the Said land when the Said Sam<sup>l</sup> Cressey was upon it but whither the Said Tobaccoe were Robert Downes his owne or any man that he had hired the Said land to the Deponent knoweth not & further Saith not. Sa: Cressey

Whereupon the Def<sup>t</sup> acknowledged foure pence Dammage & the Cor<sup>t</sup> gave Judgem<sup>t</sup> ag<sup>t</sup> the Deft in the behalfe of the S<sup>d</sup> Damage w<sup>th</sup> Costs of Suite & the S<sup>d</sup> Pft requesting it the Court granted him liberty till the next Court to bring in his bill of Costs:

The Court Adjourned till the Second Tuesday in June

Rob<sup>t</sup> Crosman dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Thomas warner ac<sup>on</sup> debt for the Sume of 1707<sup>lb</sup> of to<sup>b</sup>: Warr<sup>t</sup> to the Sheriffe returnable the 13<sup>th</sup> day of June 1671.

She<sup>r</sup>: The within named Tho: Warner I have taken & have his body here  
Returne as I am by this writt required B Rozer Sheriff

W<sup>m</sup> Currants dem<sup>a</sup> a warr<sup>t</sup> vers<sup>s</sup> Tho: Warner accon debt for 1650<sup>lb</sup> to<sup>b</sup>: Warr<sup>t</sup> to the Sheriff returnable ut Supra.

She<sup>r</sup>: The w<sup>th</sup>in named Tho: Warner I have taken & have his body here  
Returne as I am by this writt required B Rozer Sheriffe

Jer: Canedagh dem<sup>a</sup> a warr<sup>t</sup> vers<sup>s</sup> Fra: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Dan: Johnson de<sup>cd</sup> in a plea of Trespas upon th<sup>e</sup> Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

She<sup>r</sup>: The w<sup>th</sup>in named Fra: Kilborne & Eliz<sup>a</sup> his wife I have taken &  
Returne have their bodys here as I am by this writt required B Rozer Sheriff.

Fra: Lamb dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Posey ac<sup>on</sup> case. Warr<sup>t</sup> to the Sheriff returnable ut Supra

Sher Concordantur B Rozer Sheriffe.  
Returne

John Morris dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho: Bee accon Case Subp<sup>a</sup> Morris Lane Hugh French Mary [blank] Warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriffe returnable ut Supra

She<sup>r</sup>: The w<sup>th</sup>in named Tho: Bee I have taken & have his Body here as I  
Returne am by this writt required B Rozer Sheriffe.



John De Creyger dema : a warr<sup>t</sup> ag<sup>t</sup> Cap<sup>r</sup> : James Neale accon Case Liber E  
Sup<sup>a</sup> Rich<sup>d</sup> Dod Giles Thomkins Warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff re-  
turnable ut Supra.

The w<sup>th</sup>in named James Neale I have taken & have his body here Sher  
as I am by this writt required B Rozer Sheriff. Returne

Rich<sup>d</sup> Ambrose Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Dod accon debt 700<sup>th</sup>  
tobaccoe Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Rich<sup>d</sup> Dod I have taken & have his body here as Sher :  
I am by this writt required B Rozer Sheriffe Returne

Rob<sup>t</sup> prowse Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Waters for 406<sup>th</sup> of to<sup>b</sup> accon  
debt Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sheriff. Sher :  
Returne

Henry Aspinoll dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John waters accon debt 686<sup>th</sup> to<sup>b</sup> :  
Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B : Rozer Sheriffe. Sher :  
Returne

Att A Court held for his Lordship in Charles County on the 13<sup>th</sup>  
day of June Anno Domini 1671

Being there Present

Sir Will<sup>m</sup> Talbott Baronett chiefe Se<sup>c</sup> : of this Province

M <sup>r</sup> Henry Addames	M <sup>r</sup> John Stone
M <sup>r</sup> Zachary Wade	M <sup>r</sup> Joseph Harrison
M <sup>r</sup> Francis pope	M <sup>r</sup> John Bowles

Ordered that the Court Adjourne till the 8<sup>th</sup> day of August being  
th<sup>e</sup> Second Tuesday Tuesday of the Said moneth & that all writts &  
processe w<sup>so</sup>ever issued out ag<sup>t</sup> this Court Shall Continue & be  
returnable on the 8<sup>th</sup> day of August as aforesaid

Rich<sup>d</sup> watson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sebright Macock accon Case Subp<sup>a</sup>  
Rob<sup>t</sup> Ingolsby John Warder Warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff return-  
able August th<sup>e</sup> 8<sup>th</sup> 1671

The w<sup>th</sup>in named Sebright macock is not to be found in my Bailif- Sher :  
wick B Rozer Sheriff. Returne

Ed : Maddock dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho : Allanson accon debt for  
1500<sup>th</sup> to<sup>b</sup> : Warr<sup>t</sup> to the Sheriff returnable ut Supra :

The w<sup>th</sup>in named Tho : Allanson I have taken & have his body Sher :  
here as I am by this writt required B : Rozer Sheriffe. Returne

Ed : Maddock dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Thomas Allanson accon debt [fol. 43]  
1410<sup>th</sup> tobaccoe Warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>th</sup>in named Thos Allanson I have taken & have his Body Sher :  
here as I am by this writt required B Rozer Sheriff Returne

Tho : Allanson Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Gerr : Browne for 810<sup>th</sup> tobaccoe  
accon debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Liber E      The within named Gerrard Browne is not to be found in my Baylif-  
 Sherf:      wick      B Rozer Sheriffe  
 Returne

John Cane dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Dañ: Mathena accon Case. Warr<sup>t</sup>  
 to the Sheriff returnable ut Supra.

Sherf      The w<sup>th</sup>in named Dañ: Mathena is not to be found in my Baylif-  
 Returne      wick      B Rozer Sheriff

Att A Court held for the Lord proprietary in Charles County on  
 the Eighth day of August Anno Domini 1671

Present Comissioners

M<sup>r</sup> Henry Addames

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> John Stone

M<sup>r</sup> Zachary Wade

M<sup>r</sup> John Bowles

M<sup>r</sup> John Bowles p<sup>s</sup>ents a Servant named Rob<sup>t</sup> Wilder who is ad-  
 judged to be about 16 or 17 yeares of age.

M<sup>r</sup> James Neale Junior p<sup>s</sup>ents a Servant named Joel Barlow who  
 is judged to be twelve yeares old.

M<sup>r</sup> Henry Bonner p<sup>s</sup>ents a Serv<sup>t</sup> named Margaret Greyden who is  
 judged to be twenty one yeares of age.

In a certain matter of difference referd from March Court there  
 depending between Nicholas Solby p<sup>ft</sup> & Henry Bonner Def<sup>t</sup> in a plea  
 of trespas upon the Cases The p<sup>ft</sup> preferred his declaracōn to be  
 read to th<sup>e</sup> intent as foff:

Charles County Ss And whereupon the Said Nicholas Complaineth  
 ag<sup>t</sup> the Said Henry for that whereas the Said Nicholas did at the  
 Speciall instance & request of the Said Henry on th<sup>e</sup> 16<sup>th</sup> day of  
 June in the xxxviii<sup>th</sup> yeare of th<sup>e</sup> Dominion of Caecilius &c & att  
 divers dayes & times Since till th<sup>e</sup> 25<sup>th</sup> of october in the Same yeare  
 come to the Said Henry & Administer to the Said Henry & to Severall  
 others in his the Said Henrys Family Severall potions of phisick &  
 other ingredients amounting to the Sume of Seven hundred twenty  
 & foure pounds of tobaccoe & Caske In Consideracōn whereof the  
 S<sup>d</sup> Henry did then assume on himselfe & to the Said Nicholas did  
 faithfully p<sup>m</sup>ise th<sup>t</sup> he th<sup>e</sup> S<sup>d</sup> Henry th<sup>e</sup> S<sup>d</sup> Sume of 724<sup>lb</sup> tobaccoe  
 w<sup>n</sup> thereunto required would well & truly Satisfy & pay yet never-  
 theles the S<sup>d</sup> Henry the S<sup>d</sup> Henry th<sup>e</sup> S<sup>d</sup> Sume Although often  
 thereunto required hath not Satisfyed but doth altogether refuse  
 to pay the Same whereupon th<sup>e</sup> S<sup>d</sup> nicholas S<sup>th</sup> he is damnified &  
 hath loss to the vallew of 1100<sup>lb</sup> to<sup>b</sup>: & thereupon he Brings his  
 Suite.

And for Confirmaōn of his Complaint he produced this Ensueing  
 acco<sup>t</sup>

Mr Henry Bonner Dr

Liber E

June th <sup>e</sup> 10 <sup>th</sup> 1670	To Bleeding you.....	020
	To a purge.....	040
18 <sup>th</sup>	To oyntment for yo <sup>r</sup> legge.....	024
25 <sup>th</sup>	To a pott of oyntment.....	036
July 18 <sup>th</sup>	To a plaister.....	024
octo 14 <sup>th</sup>	To a purging decoction for Eliz <sup>a</sup> wilks & walt <sup>r</sup> Story for divers dayes.....	100
	To 5 papers of purging powder for Eliz <sup>a</sup> for 5 days .....	150
	To 4 papers of purging powders for walter Story .....	100
25 <sup>th</sup>	To more oyntment for your legge.....	030
	To attendance & Severall visitts.....	200
		—
		724

Whereupon the Court granted Judgement ag<sup>t</sup> the Def<sup>t</sup> for the Said  
Sume of Seven hundred twenty & foure pounds of tobaccoe w<sup>th</sup>  
Costs of Suite

Whereupon the Def<sup>t</sup> preferred this Ensueing bill of Costs w<sup>ch</sup> was  
allowed him :

To Attornys Fees for draw : declaracon.....	060
To my owne attendance at Severall Courts.....	090
	—
	150

John Hatch & Robert Rowlands Adm<sup>rs</sup> of the goods Chattells &  
Creditts of Francis Bullock deēd Came & appeared to prosecute the  
Sute Comenced by them ag<sup>t</sup> Henry Bonner in an accon of debt for the  
Sume of 2300<sup>lb</sup> of Tobaccoe.

Henry Bonner likewise appeared to defend the Suite Comenced ag<sup>t</sup>  
him as afores<sup>d</sup>

Whereupon th<sup>e</sup> plt<sup>s</sup> preferred their declaracon w<sup>ch</sup> was read in  
Court as folt :

Charles County ss John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of th<sup>e</sup>  
Goods Chattells & Creditts of Francis Bullock deēd ag<sup>t</sup> Henry Bon-  
ner in a plea of debt for th<sup>e</sup> Sume of 2300<sup>lb</sup> of Tobaccoe.

And whereupon th<sup>e</sup> s<sup>d</sup> John & Robert Complaine ag<sup>t</sup> th<sup>e</sup> S<sup>d</sup> Henry  
for that whereas th<sup>e</sup> S<sup>d</sup> Henry by a certain writing Sealed w<sup>th</sup> th<sup>e</sup>  
Seale of him the Said Henry bearing date th<sup>e</sup> 27<sup>th</sup> day of aprill in  
th<sup>e</sup> xxxviii<sup>th</sup> yeare of th<sup>e</sup> dominion of Caecilius &c Annoq<sup>ue</sup> Domini  
1669 did become bound unto Francis Bullock to pay unto him the  
Said Francis Bullock or his heires or Assignes the Sume of 2300<sup>lb</sup>  
of tobaccoe & Caske on or before the tenth day of october in th<sup>e</sup>  
Same yeare as by the Said writing by th<sup>e</sup> S<sup>d</sup> John & Robert here in  
Court produced more plainly may appeare yet nevertheles th<sup>e</sup> S<sup>d</sup>  
Henry his S<sup>d</sup> obligacon little minding or regarding but devising &

Liber E fraudulently intending them th<sup>e</sup> Said John & Robert of the Said Sum<sup>e</sup> of 2300<sup>lb</sup> tobaccoe to deceive the Said Sum<sup>e</sup> of 2300<sup>lb</sup> tobaccoe according to the tenor of his obligacōn hath not Satisfied but doth altogether refuse to pay the Same whereupon th<sup>e</sup> S<sup>d</sup> John & Robert Say they are damnified & have loss to the vallew of 2900<sup>lb</sup> to<sup>b</sup> & thereupon they bring their Suite.

And for proove of this their declaracōn they produced this Ensuing bill

Know all men by these p<sup>nts</sup> that I Henry Bonner of Charles County in th<sup>e</sup> province of maryland Gent<sup>r</sup>: doe acknowledge to owe & Stand indebted unto Francis Bullock of the Same County merchant him his heires Ex<sup>rs</sup> Adm<sup>rs</sup> or Assignes the just quantity of two thousand three hundred pounds of Sound merchantable Tobaccoe in Caske to be payd in Some Convenient place in potowmack river att or upon the tenth of october next Ensueing the date & for th<sup>e</sup> true performance of the Same I bind my Selfe my heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes as wittnes my hand & Seale this being the 27<sup>th</sup> day of Aprill 1669

Testis Mathew Brookes

Walter Davies

Cleborne Lomax

Signed: Henry Bonner (locus  
Sigilli)

whereupon the Said Henry Bonner acknowledged a Judgem<sup>t</sup> to the Said John Hatch & Rob<sup>t</sup> Rowlands for the Sum<sup>e</sup> of 2300<sup>lb</sup> of tobaccoe with Costs of Suite.

Likewise in another matter of Difference depending between the Said John Hatch & Robert Rowlands Adm<sup>rs</sup> of the goods Chattells & Creditts of Francis Bullock deēd plt<sup>s</sup> & Henry Bonner Def<sup>t</sup> in a plea of trespas upon the Case

The plt<sup>s</sup> preferred their declaracōn to be read in Court as followeth

John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Goods Chattells & Creditts of francis Bullock deēd of Francis Bullock deēd against Henry Bonner in a plea of trespas upon the Case

[fol. 44] And whereupon the Said John & Robert Complaine ag<sup>t</sup> the Said Henry for th<sup>t</sup> whereas the Said Henry on th<sup>e</sup> 27<sup>th</sup> day of october in the xxxviii<sup>th</sup> yeare of the dominion of Caecilius &c Annoq<sup>ue</sup> Domini 1669 or thereabouts had & received from the above named Francis Bullock Severall goods & merchandizes amounting to th<sup>e</sup> Sum<sup>e</sup> of Three hundred fifty & nine pounds of tobaccoe & Caske as by a particular acco<sup>t</sup> here in Court by the Said John & Robert produced more plainly may appeare In Consideracōn whereof the Said Henry did then assume on himselfe & to th<sup>e</sup> Said Francis did faithfully promise that he the Said Henry the Said Sum<sup>e</sup> of 359<sup>lb</sup> of Tobaccoe w<sup>n</sup> thereunto required would well & truly Satisfy & pay Yet nevertheles the Said Henry his Said promise & assumption little minding

or regarding but devising & fraudulently intending them th<sup>e</sup> S<sup>d</sup> John & Robert of th<sup>e</sup> Said Sum<sup>e</sup> of 359<sup>th</sup> tobaccoe to deceive th<sup>e</sup> S<sup>d</sup> Sum<sup>e</sup> of 359<sup>th</sup> tobaccoe hath not Satisfyed but doth altogether refuse to pay the Same whereupon th<sup>e</sup> Said John & Robert Say they are damnified & have loss to the vallew of 500<sup>th</sup> tobaccoe & thereupon they bring their Suite

Liber E

And accordingly the Said John & Robert produced an acco<sup>t</sup> in a booke belonging to the Said Francis Bullock w<sup>ch</sup> Said acco<sup>t</sup> th<sup>e</sup> S<sup>d</sup> Henry Bonner having perused & allowing it to be a Just acco<sup>t</sup> the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Said Henry Bonner for th<sup>e</sup> Said Sum<sup>e</sup> of Three hundred fifty nine pounds of Tobaccoe w<sup>th</sup> Costs of Suite :

And the Said John & Robert requested th<sup>e</sup> Court would bee pleased to grant them liberty till the next Court to bring in an acco<sup>t</sup> of their Costs & dammages Susteyned by them by the default of th<sup>e</sup> Said Henry Bonner in not paying th<sup>e</sup> Tobaccoe men<sup>o</sup>ned in the above written Judgements which was granted.

In a Certain matter of difference depending between Edmond Lendsey p<sup>lt</sup> & Thomas Abbott defendant in a plea of trespas upon the Case upon m<sup>r</sup> popes promise of Satisfac<sup>o</sup>n of th<sup>e</sup> debt to Edmond Lendsey the Said busines was Compounded.

Thomas Jenkins recordeth his marke A Crosse on th<sup>e</sup> Right Eare and a hole in th<sup>e</sup> Crosse & a Slitt on the left Eare.

Robert Crosman p<sup>lt</sup> by his Atturney Marke Cordier Came & appeared to prosecute his Suite Co<sup>m</sup>enced by him ag<sup>t</sup> Thomas Warner def<sup>t</sup> who likewise appeared to defend the Same in an ac<sup>o</sup>n of debt for the Sum<sup>e</sup> of one thousand Seven hundred & Seven pounds of Tobaccoe, whereupon the p<sup>lt</sup> preferred this Ensueing declara<sup>o</sup>n to be read in Court.

Charles County ss, Robert Crosman by his Atturney Marke Cordier Complaineth ag<sup>t</sup> Thomas warner For that whereas the Said Thomas warner Stands indebted to him th<sup>e</sup> Said Robert the just quantity of one thousand Seaven hundred & seaven pounds of Tobaccoe & Caske as p<sup>o</sup> his Bill under his hand & Seale Bearing date th<sup>e</sup> 18<sup>th</sup> day of February 1669 will more plainly appeare Now the Said Thomas the Said Sum<sup>e</sup> of 1707<sup>th</sup> of tobaccoe Refusing & Denying to pay & Satisfy although often thereunto required but he the Said Thomas intending fraudulently to Cozen & deceive the Said Robert of the Said 1707<sup>th</sup> tobacco and Caske he therefore Bringeth his Suite and prayeth yo<sup>r</sup> wo<sup>r</sup>ps Judgem<sup>t</sup> for the Same w<sup>th</sup> Costs & Charge of Suite.

And for Confirma<sup>o</sup>n of this his declara<sup>o</sup>n he produced this Ensueing Bill.

Know all men by these p<sup>nts</sup> that I Thomas Warner of S<sup>t</sup> Georges Milne in the County of S<sup>t</sup> Maryes & province of Maryland am holden and firmly Bound unto Cap<sup>t</sup> Robert Crosman Comander of th<sup>e</sup>

**Liber E** Freeman of Liverpoole in the neate quantity of one thousand Seven hundred & Seven pounds of Tobaccoc Good & merchantable in leafe & Caske att or before the tenth day of october next Ensueing the date hereof in the yeare 1670 w<sup>th</sup> reasonable Satisfacōns for forbearance w<sup>ch</sup> S<sup>d</sup> Sumē to bee payd to him th<sup>e</sup> S<sup>d</sup> Robert Crosman his Certain Atturney his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes firmly by these p<sup>nts</sup>, Sealed w<sup>th</sup> my Seale & dated this 18<sup>th</sup> day of Feb<sup>ry</sup> 1669:

Sealed Signed & D <sup>d</sup>	Signed Thomas warner	(locus
in th <sup>e</sup> psence of		Sigilli)
W <sup>m</sup> Corrin		
Edward Williamson		

whereupon the def<sup>t</sup> put the said marke Cordier to prove his fre of Atturney whereto he the Said Thomas was a wittnes whereon the Court gave Judgem<sup>t</sup> ag<sup>t</sup> him for the Sumē Seventeen hundred and Seven pounds of Tobaccoc w<sup>th</sup> this Ensueing Bill of Costs.

To Atturnys Fees.....	60
To Attendance on th <sup>e</sup> Court.....	<u>90</u>
	150

W<sup>m</sup> Corrin by his Atturney marke Cordier p<sup>lt</sup> ag<sup>t</sup> Tho: warner Deft accon debt

Whereupon the p<sup>lt</sup> Complaineth ag<sup>t</sup> the Deft for that whereas the Deft Stands indebted unto him th<sup>e</sup> Said plt in th<sup>e</sup> Just quantity of one thousand Six hundred and fifty pounds of tobaccoc & Caske as P<sup>r</sup> his Bill under his hand & Seale bearing date the 18<sup>th</sup> day of february 1669 will more plainly appeare now the Said Thomas the Said Sumē of 1650<sup>lb</sup> tobaccoc & Caske Refusing & denying to pay being often thereunto Required but intending fraudulently & Craftily to Cozin & deceive the Said william of th<sup>e</sup> Said quantity of 1650<sup>lb</sup> tobaccoc & Caske he therfore bringeth his Suite, praying yo<sup>r</sup> wo<sup>r</sup>ps Judgem<sup>t</sup> therefore, w<sup>th</sup> Cost of Suite.

And for prooffe of this his declaracon he produced this Ensueing bill.

Know all men by these p<sup>nts</sup> th<sup>t</sup> I Thomas warner of S<sup>t</sup> Georges milne in th<sup>e</sup> County of S<sup>t</sup> Maryes & province of Maryland am holden and firmly bound unto W<sup>m</sup> Corrin of liverpoole in th<sup>e</sup> County of lanc<sup>r</sup> in the quantity of one thousand Six hundred & fifty pounds of Good & Sound merchantable leafe Tobaccoc in Caske att or before the tenth day of october in the yeare 1670 w<sup>ch</sup> Said quantity to bee payd to him the Said w<sup>m</sup> Corrin or to his Certain Atturney his Ex<sup>rs</sup> Adm<sup>rs</sup> or Assignes I bind my selfe my heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes (w<sup>th</sup> Reasonable Satisfacōn for forbearance firmly by these p<sup>nts</sup> Sealed w<sup>th</sup> my Seale & dated this 18<sup>th</sup> day of feb<sup>ry</sup> 1669

Sealed Signed & D <sup>d</sup>	Signed Thomas Warner	(locus
in psence of us		sigilli)
Rob <sup>t</sup> Crosman		
Ed: Williamson		

whereupon the Deft having first Caused the pft to produce a fre of Liber E  
 Atturney from W<sup>m</sup> Corrin Confessed Judgem<sup>t</sup> to the pft for the Said  
 Sum<sup>e</sup> of 1650<sup>th</sup> to<sup>b</sup> w<sup>th</sup> Costs of Suite & this Ensueing bill of Costs  
 was allowed to th<sup>e</sup> pft.

To Atturneys Fees.....	60
To Coming goeing & attendance att Court.....	90
	150

In a Certain matter of difference depending between Jer : Canedagh  
 pft : Fra : Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells  
 of Dañ Johnson deēd def<sup>ts</sup> in a plea of trespas upon the Case.

Both parties appearing the Def<sup>ts</sup> Craved an imparlance till next  
 Court w<sup>ch</sup> was granted :

Likewise in a Certain matter of Difference depending Between  
 John De Creyger Pft & Cap<sup>t</sup> James Neale Defend<sup>t</sup> in a plea of trespas  
 upon the Case :

The Said Cap<sup>t</sup> James Neale not appearing By vertue of a letter of  
 Atturney to him directed Sañ Cressy Craved an imparlance in the  
 behalfe of the Said James Neale till next Court which was granted :

Likewise in two acōns Comenced by Edward Maddock pft ag<sup>t</sup>  
 Thomas Allanson Def<sup>t</sup>

Att the Request of Gerrard Browne Atturney for the Said Thomas  
 Allanson imparlance was granted in Both acōns till the next Court.

Edmond Lendsey Came & in open Court made over unto william  
 Chandler the marke of hogges & Cattell formerly recorded for Benj<sup>a</sup>  
 price to him & his assignes to Enjoy th<sup>e</sup> Same for Ever, that is Cropt  
 on both Eares & Slitt in both Eares & underkeeled on the right Eare  
 & overkeeled of the left.

Edmond Lendsey Came & acknowledged to Eliz<sup>a</sup> Emanson all his [fol. 45]  
 right of a parcell of land Called Nangemy Creeke as by a Relinquish-  
 ment under his hand & Seale recorded more plainly may appeare :

To all to whom these pnts shall Come, I Edmond Lendsey of  
 Charles County in the province of Maryland Send greeting know  
 yee, that I the Said Edmond Lendsey for divers good, Just, & reason-  
 able Causes & Consideraōns mee thereunto moveing have promised  
 released & of & from mee & my heires for Ever quite Claimed unto  
 Eliz<sup>a</sup> Emanson of th<sup>e</sup> Same County & province widdow in her full &  
 peaceable possession & Seizin being & to her heires & assignes for  
 ever, all my right, state, title, Claime use posession Reversion, interest,  
 or demand, w<sup>ch</sup> I ever had, have, or by any meanes w<sup>t</sup>soever here-  
 after may have of and in that parcell or tract of land Called Glovers  
 point formerly in th<sup>e</sup> tenure & occupation of Giles Glover, afterwards

Liber E in th<sup>e</sup> tenure or occupa<sup>co</sup>n of John Lumbrozo, & lastly in the occupa<sup>co</sup>n of nicholas Emanson late husband of th<sup>e</sup> Said Eliz<sup>a</sup> Emanson Scituate, lying & being on the north Side of potomack river on th<sup>e</sup> East Side of th<sup>e</sup> Eastermost Branch of a Creeke of the Said river formerly Called Nanjemy Creeke but now Avon river Beginning at a marked oake Standing in a marshy bite by the Said branch and running South & by west downe the S<sup>d</sup> branch for bredth one hundred perches to a marked oake Standing by a Swamp Side bounding on the South by a line drawne East & by North from the Said oake three hundred and twenty perches on th<sup>e</sup> East by a lyne drawne north & by East for the length of one hundred perches from th<sup>e</sup> End of the former line on the north by a line drawne west & by South from th<sup>e</sup> End of th<sup>e</sup> north & by East line unto the first marked oake on the west by the Said branch Conteyning & now layd out for two hundred acres more or lesse & of and in all & Singular the houses, buildings, Edifices, barnes, Stables, Gardens, orchards, yards, backsides, Easements, lands, tenements, meadows, feedings, pastures, woods, underwoods, ways, proffitts, Comoditys, & hereditam<sup>ts</sup> whatsoever w<sup>th</sup> all & Singular the appurtenances to the aforesaid land belonging or in any manner of way apperteyning, or heretofore accepted, reputed, taken, known, used occupied or demised w<sup>th</sup> th<sup>e</sup> appurtenances or any part or parcell thereof & also of and in th<sup>e</sup> Reversion, or reversions of all & Singular the premises w<sup>so</sup>ever & of Every part & parcell thereof To have & to hold the Said land & premises with their appurtenances unto th<sup>e</sup> Said Eliz<sup>a</sup> Emanson her heires and assigns for Ever Soe that neither I the Said Edmond Lendsey nor my heires nor any other person or persons for us or in our names, any right, state, title, claime, use Interest, dower, title of dower or demand of and in the aforesaid land & premises with all & Singular their appurtenances & Every part & parcell thereof may from henceforth require claime or Challenge the Same but from all ac<sup>co</sup>n of right, State, title, claime, use, possession, Reversion, Dower, title of Dower, Interest, or demand to have or Seeke Shall be for Ever Excluded & debarred by these p<sup>nts</sup> And I the Said Edmond Lendsey & my heires all & Singular the premises before Expressed and Specified w<sup>th</sup> all & Singular the appurtenances to the Said Eliz<sup>a</sup> Emanson her heires & Assignes against mee & my heires will warrant & for Ever defend by these p<sup>nts</sup> In wittnes whereof I have hereunto Sett my hand & Seale this 13<sup>th</sup> of June 1671

Signed Sealed & Dellivered

his

in p<sup>nce</sup> of us

Signed Edmond + Lendsey (locus  
marke Sigilli)

George Godfrey

Stephen Mountague

John Robinson & Eliz<sup>a</sup> his wife came & acknowledged their Right of Eighty five Acres of land joyning with George Godfreys land to



Thomas Jenkins as by a Conveyance recorded more plainly may appear. Liber E

Eliz<sup>a</sup> Emanson came & acknowledged to Francis wine a parcell of land Glovers poynt in nangemy Creeke as by Convey: hereafter recorded may appeare.

Stephen Mountague came & in open Court assigned to Edmond Lendsey Son of Edmond Lendsey & Ellenor his wife one red Heyfer w<sup>th</sup> foure white feet Cropt on both Eares under keeled on the Right & a red Cow Calfe of the Same marke together w<sup>th</sup> all their increase male & female for Ever

The Attachment of Henry Barnes ag<sup>t</sup> th<sup>e</sup> Estate of Geo: Harris Continued till th<sup>e</sup> next Court.

The Court is adjourned till the Second Tuesday in Septemb<sup>r</sup> being th<sup>e</sup> 12<sup>th</sup> day of the Said Moneth.

Thomas Lomax Demands a warr<sup>t</sup> ag<sup>t</sup> Robert Rowlands in an ac<sup>on</sup> of trouver & Conversion Warr<sup>t</sup> to the Sheriff returnable Sep<sup>r</sup>: 12<sup>th</sup> 1671.

The within named Robert Rowlands I have taken & have his body here as I am by this writt required B Rozer Sheriffe. Sher<sup>e</sup> Returne

Henry Bonner dem<sup>a</sup> a warrant ag<sup>t</sup> John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Estate of Francis Bullock de<sup>cd</sup> Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named John Hatch & Rob<sup>t</sup> Rowlands I have taken & have their bodys here as I am by this writt required B Rozer Sheriff. Sher<sup>e</sup> Returne

Ellenor Bayne Adm<sup>rx</sup> of th<sup>e</sup> Goods Chattells & Creditts of walter Bayne de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Ed: Maddock ac<sup>on</sup> debt 1000<sup>th</sup> tobaccoe. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Edward Maddock I have taken & have his body here as I am by this writt required B Rozer Sheriff Sher<sup>e</sup> Returne

Rich<sup>d</sup> Watson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sebright Macock ac<sup>on</sup> Case Subp<sup>a</sup> John Warder, Robert Ingolsby. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Sebright Macock is not to be found in my Baylifwick B Rozer Sheriff. Sher<sup>e</sup>: Returne

Thomas Warner demands a warr<sup>t</sup> ag<sup>t</sup> Mark Cordier Attorny of Rob<sup>t</sup> Crosman ac<sup>on</sup> of the Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Caepi Corpus &c B R: Sheriff

Sher:  
Returne

Jer: Canedagh dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Fra Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the Goods & Chattells of Dan Johnson de<sup>cd</sup> ac<sup>on</sup> Case. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Liber E      The within named Fra: Kilborne & Eliz<sup>a</sup> his wife I have taken &  
 Sher<sup>r</sup>      have their bodys here as I am by this writt required      B Rozer  
 Returne      Sheriff

Francis Kilborne & Eliz<sup>a</sup> his wife dem<sup>a</sup> a warr<sup>t</sup> versus Edm: Lendsey as Adm<sup>r</sup> of the Estate of Benj<sup>a</sup> price ac<sup>o</sup>n debt upon acco<sup>t</sup> Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher<sup>r</sup>:      The w<sup>th</sup>in named Edmond Lendsey I have taken & have his body  
 Returne      here as I am by this writt required      B Rozer Sheriffe.

Edmond Lendsey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Elizabeth Young in a plea of trespasse upon the Case Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher<sup>r</sup>:      The w<sup>th</sup>in named Eliz<sup>a</sup> young I have taken & have her body here  
 Returne      as I am by this writt required      B Rozer Sheriffe.

Robert Rowlands Came & requested this Ensueing marke of Cattell & hogges to be recorded viz<sup>t</sup> Swallowforked on the left Eare overkeeled on th<sup>e</sup> Right Eare and a figure of three under the over-keele.

[fol. 46] Att a Court held for the Lord Proprietary in Charles County on the twelfth day of September in th<sup>e</sup> xli<sup>th</sup> yeare of his Said Lo<sup>ps</sup> Dominion over this Province Anno<sup>q</sup> Dñi 1671.

Present Com<sup>rs</sup>

M <sup>r</sup> Henry Addames	M <sup>r</sup> John Stone.
M <sup>r</sup> Thomas Mathews	M <sup>r</sup> Zachary Wade.
M <sup>r</sup> Francis Pope	M <sup>r</sup> John Bowles.

John Owen planter came & acknowledged a parcell of land Called Owens purchase being 200 acres to James Hayes & Philip Hoskins the Aliena<sup>o</sup>n of the Said land Being payd.

In a reference granted on a Certain matter of Difference depending between Edward Maddock Pft & Thomas Allanson deft, in a plea of debt

The pft appearing prefer'd this Ensueing declara<sup>o</sup>n Complaining ag<sup>t</sup> the S<sup>d</sup> Thomas for that whereas the S<sup>d</sup> Thomas by a Certain writing Sealed w<sup>th</sup> his Seale bearing date the 28<sup>th</sup> of Aprill Anno Domini 1670 did become bound to pay to him th<sup>e</sup> S<sup>d</sup> Edward when thereunto required the Sume of 1500<sup>th</sup> of tobaccoe & Caske Yett nevertheles the Said Thomas his S<sup>d</sup> promise & assumption little minding or regarding but devising & fraudulently intending him the Said Edward of the Said Sume of 1500<sup>th</sup> tobaccoe to deceive the Said Sum of 1500 of Tobaccoe although often thereunto required hath not Satisfyed but doth altogether refuse to pay the Same to the great damage & injury of him the Said Edward whereupon he Saith he is damnified & hath loss to the vallew of 2000<sup>th</sup> tobaccoe & thereupon he Bringeth his Suite.

And for Confirmacon of his declaracon he produced this Ensue- Liber E  
ing bill.

This Bill bindeth me Thomas Allanson of Charles County in th<sup>e</sup>  
province of maryland planter my heires or assignes to pay or Cause  
to bee payd to Edward Maddock of the County & province aforesaid  
to him his heires or Assignes th<sup>e</sup> full & Just Sum<sup>e</sup> of fifteen hundred  
pounds of good Sound merchantable leafe tobaccoe & Caske to bee  
payd upon demand for a valluable Consideracon recd by mee in  
wittnes of the Same I have hereunto Sett my hand & Seale this 28<sup>th</sup>  
of Aprill 1670:

Signed: Tho: Allanson (locus

Signed Sealed & Dellivered

Sigilli)

in th<sup>e</sup> presence of us

Gerrard Browne

Edward Roberts

The Said Thomas Allanson not appearing the Court by his default  
gave Judgem<sup>t</sup> ag<sup>t</sup> him for the Said Sum<sup>e</sup> of 1500<sup>th</sup> of Tobaccoe  
together w<sup>th</sup> the Costs here under written viz:

To Attorneys Fees for drawing declaracon.... 060

To goeing Coming & Attendance att Court..... 090

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150

Moreover in another difference between the parties abovenamed,  
referred from last Court in an accon of debt for 1410<sup>th</sup> of tobaccoe  
The P<sup>lt</sup> having preferd his declaracon to the intent like the former  
presented the Ensueing Bill

This Bill bindeth mee Thomas Allanson of Charles County in the  
province of Maryland planter mee my heires or Assignes, to pay or  
Cause to bee payd unto Edward Maddock of the County & province  
aforesaid to him his heires or assignes the full & Just Sum<sup>e</sup> of  
1410<sup>th</sup> of good Sound merchantable tob<sup>e</sup> & Caske to bee payd upon  
demand for a valluable Consideracon already recd per mee In wittnes  
of the Same I have hereunto Sett my hand & Seale this 28<sup>th</sup> of  
Aprill 1670:

Signed: Tho: Allanson (locus

Signed Sealed & Dellivered

Sigilli)

in th<sup>e</sup> presence of us

Gerrard Browne: Edward Roberts

Whereupon the Court gave Judgement ag<sup>t</sup> the Said Thomas  
Allanson for the S<sup>d</sup> Sum<sup>e</sup> of fourteen hundred & ten pounds of  
Tobaccoe together w<sup>th</sup> these Costs by the p<sup>lt</sup> preferd in Court as  
underwritten

To Attorneys Fees for draw: declaracon..... 060

To goeing Coming & Attendance att Court..... 090

---

150

Liber E Edward Maddock being attached to answer to Ellenor Bayne of a plea of debt Came & Confessed Judgement to her for the Sume of one thousand pounds of tobaccoe together with Costs of Suite.

Upon a reference granted in a certain matter of difference depending between John de Creyger Plantiffe & Cap<sup>t</sup> James Neale def<sup>t</sup> in a plea of trespas upon th<sup>e</sup> Case The plaintiff preferred his declaracōn to bee read in Court as foff:

To the Worshipfull the Com<sup>rs</sup> of Charles County, The petiōn of Jn<sup>o</sup> De Creyger Humbly Sheweth, That whereas he the Said John Served James neale in Such Employ<sup>ts</sup> as he the Said Neale had for him to doe the full Space of Eight yeares being bound by indenture made in Holland to Serve So long he the S<sup>d</sup> John Served him truly & faithfully & never absented himselfe from the Said neales Service during th<sup>e</sup> the full terme of his time aforementioned he the Said John hath been free from the Said James Neale three yeares the first of february next Ensueing & hath demanded of his Said Master James Neale his Corne & Clothes Severall times & he the Said James Neale utterly denies to give him any thing according to the Custome of the Country Likewise the S<sup>d</sup> John Served the Said James neale three moneths & ten dayes & was to have made a Crop with the S<sup>d</sup> James Neales hands & in Consideracōn thereof the S<sup>d</sup> De Creyger was to have one whole Share of tobaccoe proportionably with James Neales hands and he the S<sup>d</sup> John gott a Condition drawne & brought it to James Neale & he told him he would Signe it & did write at the bottome of the Condition I will not performe this Condition as may be Seene by the Condition the S<sup>d</sup> De Creyger hath in his Custody & he told me he had Sett his hand To it by Reason I Could not Read it I did belleve he had Sett his had to itt but w<sup>n</sup> I did understand what he had writt I would not Stay any longer w<sup>th</sup> him but did require payment for the three moneths & ten days I had been with him but he would not pay me any & Still doth deny to pay me any thing Either for Corne & Cloathes or for the time I Served him above the time I was to Serve him Therefore yo<sup>r</sup> humble petiōner humbly desires that you would be pleased to take it into Consideracōn And yo<sup>r</sup> Petiōner Shall Ever pray &c

Whereupon the Court gave Judgement ag<sup>t</sup> the Def<sup>t</sup> for Corne & Cloaths according to the Custome of the Country together with ninety pounds of tobaccoe for Costs for the Attendance of three persons att Court one day.

In a Certain matter of difference Depending between Henry Bonner Pft & John Hatch & Robert Rowlands Adm<sup>rs</sup> of the Goods & Chattells of Francis Bullock deēd Deff<sup>ts</sup> in a plea of trespas upon the Case.

Both parties appearing the pft prefferred his declaracōn to be read in Court as Foff:

Henry Bonner P<sup>t</sup>John Hatch & Robert Rowlands Adm<sup>rs</sup> of the goods & Chattells of Francis Bullock De<sup>d</sup> Def<sup>ts</sup> in a plea of trespas upon the Case.Liber E  
[fol. 47]

The plaintiff declares ag<sup>t</sup> the Def<sup>ts</sup> for that whereas on the 27<sup>th</sup> day of Aprill 1669 & in the xxxviii yeare of the Dominion of Caecilius That for & in Consideration of a petticoate then bought of Francis Bullock amounting to three hundred pounds of tobaccoe & dellivered to the Said Francis his maid Called Weniffred the Said Francis did then assume on himselfe & to the Said Henry did Faithfully promise that the Said Wenifrett Should make for the Said Henry Six halfe Shirts Six whole Shirts, Six Cravatts, Six neck Cloathes & Six handkerchiefs w<sup>ch</sup> the Said Winifrett never did make for the plaintiff w<sup>ch</sup> Considera<sup>on</sup> the Said Francis in his life time never did returne to the plaintiff nor the Said John & Robert Since the decease of the Said Francis though often thereunto required Soe that the p<sup>t</sup> Saith he is damnified & hath loss to the vallew of one thousand pounds of tobaccoe & thereupon he bringeth his Suite

Whereupon the Defend<sup>ts</sup> produced a Quietus Est upon the Administra<sup>on</sup> of the Said Estate & prayed a nonsuite ag<sup>t</sup> the P<sup>t</sup> w<sup>ch</sup> was granted w<sup>th</sup> Costs of Suite.

And the Def<sup>ts</sup> presented this Ensueing accompt of Costs & Damages hapned in Certain matters of difference between them the Said John Hatch & Rob<sup>t</sup> Rowlands Adm<sup>rs</sup> of the Goods Chattells & Creditts of Francis Bullock de<sup>d</sup> & the S<sup>d</sup> Henry Bonner in Severall Suites Comenced by them ag<sup>t</sup> the Said Henry & whereon time had been granted them till this p<sup>nt</sup> Court for presenting the Same.

1b to 5.

To attending 3 Severall Courts 2 days Each Court at 30<sup>th</sup>P<sup>er</sup> diem ..... 360To Atturmys Fees for draw: two declara<sup>ons</sup> ..... 120

And for Damages Susteyned by his default in nonpayment of the Tobaccoe—

To the Arrest &amp; Attendance payd to the Sheriff Suite of

Hum<sup>p</sup>: Warren ..... 070To Judicall Charges allowed against th<sup>m</sup> at the Said Suite 150To Ser<sup>v</sup>: th<sup>e</sup> Execu<sup>on</sup> on their Bodys payd to the Sheriff. 100To 12 days imprisonm<sup>t</sup> Each: att 20<sup>th</sup> P<sup>er</sup> diem before they } 480

Could procure Tobaccoe to pay the Said order of Court }

1280

To a nonsuite as abovesaid ..... 0050

1330

Which being proved to the Court that they had Susteyned by his default was by them allowed & Judgem<sup>t</sup> granted for the Same.

Liber E Elizabeth Munkister came & preferred this Ensueing petition & accompt to the Court.

To the worshipfull the Com<sup>rs</sup> of Charles County.

The Humble petition of Elizabeth Munkister Relict of John Charman late of this County de<sup>cd</sup> Humbly Sheweth

That whereas at a Court held in Charles County the tenth day of August in the yeare of our Lord 1668, In a Certain matter of difference depending between John Charman p<sup>ft</sup> & Robert Downes Def<sup>t</sup> in a plea of trespasse it was then ordered that a warr<sup>t</sup> should be Issued to the Sheriff by a Jury of twelve men to Enquire whose land the Same was, of w<sup>ch</sup> warrant returne being made by the Sheriff & the Said Robert Downes by the Same found to be guilty of the Said Trespas & time given to the Said John Charman till the Ensueing Court

After that order the Said John Charman happening before the Said Court to an untimely End yo<sup>r</sup> peticoner having by yo<sup>r</sup> worships Consents taken time to p<sup>se</sup>nt her bill of Costs here under written Humbly Craves yo<sup>r</sup> worships would be pleased to allow the Same there being no more but what can Justly be made appeare & yo<sup>r</sup> peticoner as in duty Bound Shall Ever pray &c.

th Tob

Imprimis To Fetching M <sup>r</sup> Edelen & attending him 4 days	
att 30 <sup>th</sup> P diem.....	120
To my owne Attend <sup>d</sup> on m <sup>r</sup> Edelen & goeing & Coming 3 days	090
To my owne Attendance att Court from the tenth day of	720
August 1669 till the Eighth day of march 1670/1	
Being twelve Courts 2 days Each Court att 30 <sup>th</sup> P diem	
To Surveyors Fees as Foll: payd to M <sup>r</sup> Edelen.	
To 4 days Attend <sup>d</sup> att Severall Courts att 30 <sup>th</sup> P....	120
To three days Attending & staying for a Jury.....	090
To Running the Lines.....	175
To Goeing .....	80
To Expences for diett three dayes.....	80
	545

1455

Which acco<sup>t</sup> being perused by the Court & found to be Just was by the Court allowed & order Granted for the Same:

The Suite Comenced by Tho: warner ag<sup>t</sup> Mark Cordier Atturney of Robert Crosman neither party appearing is respited till next Court.

A Reference granted till next Court in th<sup>e</sup> Suite between Francis Kilborne & Eliz<sup>a</sup> his wife p<sup>ft</sup> & Edmond Lendsey def<sup>t</sup>

Likewise both th<sup>e</sup> Suites comenced by Jeremy Canedagh pl<sup>t</sup> ag<sup>t</sup> Francis Kilborn & Eliz<sup>a</sup> his wife def<sup>ts</sup> Respited till next Court.

The Suite Comenced by Edmond Lendsey p<sup>ft</sup> ag<sup>t</sup> Eliz<sup>a</sup> Young def<sup>t</sup> at th<sup>e</sup> request of the Said Eliz<sup>a</sup> young was imparled till next Court.

Henry Barnes by peti<sup>o</sup>n to the Court obteyned a Continuance of his attachm<sup>t</sup> ag<sup>t</sup> the Estate of George Harris in th<sup>e</sup> hands of owen Jones & Geo: Hinson Liber E

Ordered that a writt be Issued out ag<sup>t</sup> Francis Lamb for appearance at next Court to answer to w<sup>t</sup> shall be objected ag<sup>t</sup> him by Anne Broadhead


The Court Adjourned till the Second Tuesday in november

James Browne recordeth his marke of hogs & Cattell as foff: viz<sup>t</sup> The Right Eare Cropt with a hole in the Eare, the left Eare Slitt downe the Eare with th<sup>e</sup> upper part of halfe the Eare Cropped halfe off & another Slitt in the halfe Crop.

John Hakister came & desired this Ensueing bill of Sale to be recorded:

Know all men by these p<sup>o</sup>nts that I Thomas Theodrick of Charles County in the province of Maryland planter doe for a valluable Considera<sup>o</sup>n already rec<sup>d</sup> in hand doe from mysele my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Sell & doe by these p<sup>o</sup>nts bargain Assigne Sell & Sett over unto Jn<sup>o</sup> Hakister of the County & province afores<sup>d</sup> Cooper to him his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes all my proper interest of my Share of those hogges that were between me & M<sup>r</sup> Ignatius Causine w<sup>th</sup> th<sup>e</sup> marke the Said hogs & marke I the aforesaid Thomas Feodrick doe bind my Selfe & my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> for Ever to warrant & Defend the Said hoggs & marke from all persons & perso<sup>n</sup> whatsoever that Shall trouble or molest the Said John Hakister or his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes for Ever In wittnes hereof I doe hereunto Sett my hand & Seale this 18<sup>th</sup> day of Feb<sup>r</sup>y 1670 The right Eare underkeeled & the right Eare Cropt & three Slitts

Interlined before Assigned. his  
Signed sealed & Dellivered Thomas + Theodrick (locus  
in the psence of us marke Sigilli)  
Thomas Maries

Francis  luines  
marke

Att a Session of his Lōps Justices for Charles County the Last Day [fol. 48]  
of October Anno Domini 1671

Present Justices

M<sup>r</sup> Henry Addames

M<sup>r</sup> Thomas Matthewes

M<sup>r</sup> John Bowles

Charles County D<sup>r</sup>

Itb To<sup>b</sup>

To the Chancellor for the Coppy of the lawes..... 2700

To M<sup>r</sup> Henry Adames for the Standard..... 1600

Liber E	To Dañ: Jenifer for the Burgesses Expençe last Assembly.	2648
	To Rich <sup>d</sup> Moy this Assembly.....	0426
	To Robert Ridgeley for the Coppy of th <sup>e</sup> Levy.....	0100
	To John Douglas for his boate to accomodate th <sup>e</sup> Burgesses 30 days at 20 <sup>th</sup> p̄ diem.....	0600
	To Henry Adames for Jeremy Taylor his man for Attend- ing on the Burgesses 30 days at 20 <sup>th</sup> p̄.....	600
	To William Gates for attending on the Burgesses 30 days at 20 <sup>th</sup> p̄ diem.....	600
	To Thomas Cosden for th <sup>e</sup> Burgesses accomodaçon.....	160
	To Henry Adames for the Burgesses three horses 12 days att 12 <sup>th</sup> p̄ horse p̄ diem.....	432
	To ditto for a man to attend the burgesses 12 days att 20 <sup>th</sup> p̄ diem .....	240
	To ditto for burgesses Expences att Murteys.....	60
	To Jacob peterson for two wolves heads.....	200
	To John Allen for one wolves head.....	100
	To Henry Adames for one wolves head.....	100
	To Ignatius Causine Coroner for three Inquests of the death of Servants att.....	750
	To Tho Stone for one wolves head.....	100
	To Mary Wilson allowed her.....	800
	To Nath: Eaton for one wolves head.....	100
	To Ditto for 2 wolves heads att 200 p̄.....	400
	To Nich Proddy for two wolves heads.....	200
	To Ed: Lendsey for the trouble of his house for keeping the Court .....	1000
	To John Courts for 1 wolves head.....	200
		14116
	To the Chancello <sup>r</sup> for th <sup>e</sup> Coppy of the laws this Assembly.	2000
		16116
	To the Sheriff for Sallary for receiving the Same.....	1611
		17727
	P̄ Contra Credit <sup>r</sup>	1b To5
	By Seaven hundred thirty Six persons att 48 <sup>th</sup> p̄ pole amounts to .....	17727

Gerrard Browne Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Mathew Harman in a plea of  
trespas on the Case, & Subp<sup>as</sup> for John Godshall, John Lambert  
Warrant to the Sheriff returnable on the Second Tuesday in  
november

Sheriffes  
Returne

Concordantur B Rozer Sheriffe.

Thomas Simpson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Hugh Macknemara in an  
acçon of the Case. Warrant to the Sheriffe returnable ut Supra.



The w<sup>th</sup>in named Hugh Macknemara is not to be found in my Baylifwick B Rozer Sheriff. Liber E  
Sher:  
Returne

Rich<sup>d</sup> watson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sebright Macock ac<sup>on</sup> of the Case Subp: Rob<sup>t</sup> Ingolsby Jn<sup>o</sup> Warder warr<sup>t</sup> to the Sheriff returnable ut Supra

The w<sup>th</sup>named Sebright Macock I have taken & have his body here as I am by this writt required B: Rozer Sheriff Sher:  
Returne

George Godfrey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Francis Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Dan<sup>l</sup> Johnson de<sup>cd</sup> in a plea of trespas upon the Case Sub: Rob<sup>t</sup> Philips Tho Helgar. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Fra: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the Goods & Chattells of Dan<sup>l</sup> Johnson de<sup>cd</sup> I have taken & have their bodys here as I am by this writt required B Rozer Sheriffe Sher:  
Returne

Eliz<sup>a</sup> Emanson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho: Witter in an ac<sup>on</sup> of the Case Subp Hamon Norton & Ralph Nash. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sheriff. Sher:  
Returne

Eliz<sup>a</sup> Emanson Adm<sup>rx</sup> of the goods & Chattells of Nich Emanson de<sup>cd</sup> ag<sup>t</sup> Tho Witter, ac<sup>on</sup> of the Case, Subp: Rob<sup>t</sup> Robins warr<sup>t</sup> to the Sheriff ut Supra:

Concordantur B Rozer Sheriff. Sher  
Returne

Eliz<sup>a</sup> Emanson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Ed: Knight in a plea of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Ed: Knight is not to be found in my Baylifwick B Rozer Sheriffe Sher:  
Returne

Johnathan Marler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> will Boyden in an ac<sup>on</sup> of debt. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named will Boyden I have taken & have his body here as I am by this writt required B Rozer Sheriff. Sher:  
Returne

Johnathan Marler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> owen Jones in an ac<sup>on</sup> of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named owen Jones is not to be found in my Baylifwick B Rozer Sheriff Sher:  
Returne

Tho witter dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Hugh Macknemara ac<sup>on</sup> debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Hugh Macknemara is not to be found in my Baylifwick B Rozer Sheriff. Sher  
Returne

Nich Richardson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Boughton in an ac<sup>on</sup> of the Case Subp<sup>a</sup> Rob<sup>t</sup> Littlepage, Geo: Athy, & Nath: Eaton. warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff returnable ut Supra:

The w<sup>th</sup>in named Rich<sup>d</sup> Boughton is not to be found in my Baylifwick: B Rozer Sheriffe Sher  
Returne

Liber E will Love dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Martin acōn debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named John Martin is not to be found in my Baylif-  
Returne wick B Rozer Sheriffe.

W<sup>m</sup> Thomas dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Ed: Howell acōn of the Case,  
Subp<sup>a</sup> Jn<sup>o</sup> Hill: warr<sup>t</sup> to the Sheriffe returnable ut Supra

Sher: Concordantur B Rozer Sheriffe.  
Returne

warr<sup>t</sup> to the Constable to Sumon will<sup>m</sup> Brookes & will<sup>m</sup> & Thomas  
Harguesse to appeare at Court:

Hugh Thomas dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Nich Grosse acōn of the Case.  
Subp<sup>a</sup> Nathan Benley & James Hayes. warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff  
returnable ut Supra

Sher: The w<sup>th</sup>in named Nich Grosse I have taken & have his body here  
Returne as I am by this writt required B Rozer Sheriffe

[fol. 49] Stephen Cox dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sam Fendall Subp<sup>as</sup> for Philip  
Cole & Ambrose Bayly. Warr<sup>t</sup> & Subp<sup>as</sup> to the Sheriff returnable ut  
Supra

Sher: Concordantur B Rozer Sheriffe  
Returne

Stephen Mountague dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Law<sup>r</sup>: Little in a plea of  
trespas on the Case Warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Francis Ling dem<sup>a</sup> warr<sup>t</sup> ag<sup>t</sup> Tho: Theodrick in a plea of trespass  
on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriffe returnable ut Supra.

humphry Warren his marke of horses **HW** on the right Shoulder,  
his marke of hoggs and cattle cropt both eares under keeled and  
over keeled the right eare recorded the 10<sup>th</sup> of March:

Ellinor Warren enters this ensueing marke of hoggs the poppler  
leafe on both eares, and three Slitts on the right eare

M<sup>r</sup> Jn<sup>o</sup> Allens marke of hoggs and Cattle viz<sup>t</sup> two Slitts in both  
eares and the middle peice taken out it being formerly the marke  
of Henry More and Sold to John Allen w<sup>th</sup> his plantacon: Recorded  
the 10<sup>th</sup> of August 1671

The marke of William Lyng th<sup>e</sup> Sonn of Fran: Ling underkeeled  
in the Right eare cropt and a Slitt and overkeeled in the left eare

Ignatius Causine came & desired this Ensueing testimony to be  
recorded

Upon petition to this house made by Ignatius Causine to be  
naturalized of this province upon debate of the matter it appeared,  
That the Said Ignatius was the Sonne of of nicholas Causine a  
Subject of the Crowne of france borne at the house of his Said  
Father in St Georges River in this province of an English mother  
That the lands claimed were only Surveyed in the life Time of the  
Said nicholas And Since his death pattented by the Said Ignatius  
whereupon this house do declare that the Said Ignatius is by his

Lordships charter a free denizen of the Kingdome of England & by  
 Consequence as to his person needs no naturalization being borne  
 here, & As to the lands Sayd to descend from his father this house  
 do further declare that the certificate of Survey was onely a Chattell  
 Reall of which his mother an English woman was Seized & made  
 over to him th<sup>e</sup> S<sup>d</sup> Ignatius in Right of which he obteyned an  
 originall grant from the proprietary and So holds nothing by  
 descent from his father but is to all intents & purposes one of the  
 naturall borne people of this province & hath as much Security for  
 his lands as any other person in this province now hath or the Right  
 Hon<sup>ble</sup> the Lord prop<sup>ry</sup> can grant

Liber E

more was  
 written

Signed Jo Rousby Clk of the upper  
 house of Assembly

7<sup>o</sup> Aprill 1671

Att the Lower house of Assembly.

This house are of the Same opinion w<sup>th</sup> the upper house and doe  
 declare as much & So Entred in the Journall

Ro: Carvile Clk of the lower house of Assembly.

Richard Fowke entreth this ensueing marke of Cattell, the right  
 eare cropt w<sup>th</sup> a Square peice taken out of the underpart of the  
 same eare and the left eare hole with a Slitt in itt

Maryland ss.

Att A Court Held in Charles County for the Right Hon<sup>ble</sup> Caecilius  
 &c on the 14th of november 1671

Present Comissioners

M<sup>r</sup> Henry Adames

M<sup>r</sup> Zachary Wade

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> John Bowles

Sa<sup>m</sup>: Cressey by letter of Atturney from Robert Prowse acknowl-  
 edgeth a pcell land being 50 acres to Peter Ackilles both th<sup>e</sup> Said  
 Land & letter of Atturney being here recorded fo: [blank]

In a Certain difference depending between Jeremy Kanedagh p<sup>ft</sup> &  
 Francis Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rs</sup> of the goods & Chattells  
 of Daniel Johnson decd, upon a reference from th<sup>e</sup> Last Court.

The p<sup>ft</sup> preferred his declara<sup>o</sup>n to be read in Court to the Effect  
 as followeth.

The p<sup>ft</sup> Complaineth ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> for that whereas he the Said  
 p<sup>ft</sup> Sometime in th<sup>e</sup> moneth of July in the yeare 1670 did promise  
 & Engage to Serve Daniel Johnson in what Employment he Should  
 imploy him in from the time above menconed in July till the last  
 day of october next following in Considera<sup>o</sup>n whereof the Said  
 Dan: Johnson did assume on himselfe & to the Said Jeremy did  
 faithfully promise that he would pay him th<sup>e</sup> quantity of Seaven  
 hundred pounds of tobaccoe Now the S<sup>d</sup> Jeremyah having faithfully  
 Served the Said Da<sup>n</sup>: Johnson & his Adm<sup>rs</sup> the full time above-

Liber E menconed notwithstanding the Said Johnson in his lifetime nor th<sup>e</sup> S<sup>d</sup> Francis & Elizabeth Since his death hath payd the above Said Summe of Seaven hundred pounds of tobaccoe to him th<sup>e</sup> S<sup>d</sup> p<sup>ft</sup> but doth altogether refuse to pay the Same to th<sup>e</sup> great damage & injury of him th<sup>e</sup> S<sup>d</sup> P<sup>ft</sup> whereupon he Saith he is damnified & hath loss to the vallew of 1000<sup>lb</sup> to<sup>b</sup> & thereupon he bringeth his Suite.

And for the proove of this his Complaint he produced these Ensueing wittnesses.

Robert Philips aged 30 yeares or thereabouts Sworne in open Court Saith That Some time in the yeare 1670 he did heare Daniel Johnson owne that he had hired Jeremy Canedagh & was to give him from Some time of July till the last of october the Summe of Seaven hundred pounds of tobaccoe & that he the S<sup>d</sup> Deponent being a Sharer in th<sup>e</sup> Crop payd Daniel Johnson 200<sup>lb</sup> of tobaccoe towards it.

Thomas Helgar aged 26 yeares or thereabouts Sworne Saith, That the Said Jeremy Canedagh was att the time aforementioned & did worke on Daniell Johnsons plantation in the Crop but on what agreem<sup>t</sup> he knoweth not

Whereupon the Court granted Judgement to the Said Jeremy Canedagh against th<sup>e</sup> S<sup>d</sup> Francis Kilborne & Eliz<sup>a</sup> his wife for the Said Summe of 700<sup>lb</sup> of tobaccoe w<sup>th</sup> Costs of Suite.

The parties above named Likewise appearing in another Suite Comenced by the Said Jeremy Canedagh against the Said Francis Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Daniel Johnson de<sup>cd</sup>

The pl<sup>t</sup> for th<sup>e</sup> prosecution of his Suit Comenced p<sup>r</sup>sented this Ensueing petition

To the Worshipfull th<sup>e</sup> Com<sup>rs</sup> of Charles County.

The Humble peticon of Jeremy Canedagh Humbly Sheweth.

That yo<sup>r</sup> peticoner having Served Daniel Johnson the tearme of one yeare in the yeare of our lord 1667 in Considera<sup>co</sup>n of which Service the Said Daniel was obliged to to pay or deliver to yo<sup>r</sup> [fol. 50] peticoner two Cowes with Cow Calves by their Side which Cowes the Said Daniel Dellivered according to his agreement but they hapning to bring bull Calves the Said Daniel did order them to be marked for his owne use obliging himselfe to delliver to yo<sup>r</sup> pet<sup>r</sup> two Cow Calves in lieu of them the Same yeare w<sup>ch</sup> he not performing & th<sup>e</sup> next yeare being Surprised by Sudden Death that he Could not doe th<sup>e</sup> Same & Francis Kilborne & Elizabeth his wife utterly refusing to make yo<sup>r</sup> pet<sup>r</sup> any equivalent Satisfaction for the Same yo<sup>r</sup> peti<sup>co</sup>ner humbly Craves yo<sup>r</sup> worshyps would be pleased to passe Judgement against th<sup>e</sup> S<sup>d</sup> Francis & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of th<sup>e</sup> S<sup>d</sup> Dan: Johnson de<sup>cd</sup> for two heyfers of the Same age, these would have been if at p<sup>nt</sup> or the vallew thereof as yo<sup>r</sup> worships Shall See fitt And yo<sup>r</sup> pet<sup>r</sup> as in duty bound Shall Ever pray.

And for the prooffe of this his declaracōn he produced this En- **Liber E**  
sueing Evidence.

Edmond Lendsey aged Sixty foure yeares or thereabouts Sworne Saith That Sometime in Aprill Anno Domini 1668 Dan: Johnson upon th<sup>e</sup> Calving of Two Cowes by him dellivered to Jeremy Canedagh th<sup>e</sup> S<sup>d</sup> Jeremy told him th<sup>t</sup> they had brought bull Calves w<sup>ch</sup> Daniel Johnson ordered him th<sup>e</sup> S<sup>d</sup> Edmond to marke of his th<sup>e</sup> Said Daniels marke & Cutt them & he would give Jeremy Canedagh two Cow Calves of the Same age in the roome of them & further Saith not.

whereupon the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>ts</sup> for two Cow Calves which were Calved Sometime in march or Aprill Last with Costs &c

In a Certain matter of Difference depending between George Godfrey p<sup>ft</sup> & Francis Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of th<sup>e</sup> Goods & Chattells of Da<sup>n</sup>: Johnson De<sup>cd</sup> Def<sup>ts</sup>

The p<sup>ft</sup> preferreth this Ensueing declaracōn to be read in open Court as foll:

And whereupon th<sup>e</sup> S<sup>d</sup> p<sup>ft</sup> Complaineth ag<sup>st</sup> the def<sup>ts</sup> for that whereas he the Said George did Sometime about the first day of May in the 38<sup>th</sup> yeare of the Dominion of Caecilius &c Annoq<sup>ue</sup> Domini 1669, & att divers days & times Since till the last day of June in th<sup>e</sup> Same yeare at the Speciall instance & request of Daniel Johnson doe Severall parcells of building & other worke amounting to the Sum<sup>e</sup> of one thousand Six hundred pounds of Tobaccoc as by a particular acco<sup>t</sup> here in Court produced more plainly may appeare In Consideration whereof the Said Daniel did then assume & to the Said George did faithfully promise that he the Said Daniel the S<sup>d</sup> Sum<sup>e</sup> of 1500<sup>lb</sup> tobaccoc when thereunto required would well & truly Satisfy & pay Yet nevertheles the Said Daniel in his lifetime nor the S<sup>d</sup> Francis & Eliz<sup>a</sup> his wife Since his death the Said Sum<sup>e</sup> of 1500<sup>lb</sup> tobaccoc although often thereunto required have not Satisfyed but do altogeth<sup>r</sup> refuse to pay th<sup>e</sup> Same whereupon th<sup>e</sup> S<sup>d</sup> p<sup>ft</sup> Saith he is damnified & hath loss to the vallew of 2400 of tobaccoc & thereupon he bringeth his Suite

Likewise th<sup>e</sup> p<sup>ft</sup> produced this Ensueing acco<sup>t</sup>

Da<sup>n</sup>: Johnson D<sup>r</sup>

To Building a Sixty foot tobaccoc house.....	1200
To Building a ten foot hen house.....	0200
To getting the frame of a forty foot tobaccoc house.	0100
	<hr/> 1500

And for th<sup>e</sup> prooffe of this his acco<sup>t</sup> produced this Ensueing Evidence.

Robert Philips aged 30 yeares or thereabouts Sworne Saith That George Godfrey built for Daniel Johnson one Sixty foot Tobaccoc

**Liber E** house & one ten foot Hen house & hewed timber for the frame of a forty foot hog house & further Saith Not.

whereupon the Court gave Judgem<sup>t</sup> to the Said p<sup>l</sup>t ag<sup>t</sup> the Def<sup>ts</sup> for one thousand five hundred pounds of tobaccoe

In a certain matter of difference depending between Rich<sup>n</sup> Watson p<sup>l</sup>t & Sebright Macock Def<sup>t</sup>, in a plea of trespasse upon the Case.

The p<sup>l</sup>t Declaring against the Def<sup>t</sup> for one Barrell & a halfe of Corne due to him the Said p<sup>l</sup>t for diett in his the S<sup>d</sup> p<sup>l</sup>ts house the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for the Said Barrell & a halfe of Corne w<sup>th</sup> Costs of Suite whereupon the p<sup>l</sup>t preferred this Ensueing bill of Costs.

To Attornys Fees for drawing th <sup>e</sup> Declara <sup>co</sup> n . . .	60
To goeing coming & Attendance . . . . .	90
	<hr/>
	150
To John Warder for Evidence Charge . . . . .	90
	<hr/>
	240

In a Certain matter of Difference depending between Johnathan Marler p<sup>l</sup>t & William Boyden def<sup>t</sup> in a plea of debt.

William ward testifying upon oath that the p<sup>l</sup>t was Suddenly taken Sick the Court granted a reference till the next Court in th<sup>e</sup> Said action

Upon the Continuance of the Attachment at the Suite of Henry Barnes ag<sup>t</sup> the Estate of George Harris in the hands of owen Jones & George Hinson for the Sum<sup>e</sup> of two hundred and fifty pounds of tobaccoe the Court granted order that Execution might issue out for the Same with all Costs thereunto belonging.

Francis Ling came & acknowledged Himselfe indebted to Henry Adames in the Sum<sup>e</sup> of One thousand Six hundred pounds of tobaccoe & Caske & Confessed Judgement to him for the Same.

Nicholas Grosse was attached to answer unto Hugh Thomas of a plea of trespas upon the Case.

And whereupon the p<sup>l</sup>t Complaineth against the Dēft for that whereas John wathen Serv<sup>t</sup> to the Said p<sup>l</sup>t did Some time in Aprill in the xxxix<sup>th</sup> yeare of the Dominion of Caecilius &c, over this province Annoq<sup>ue</sup> Dñi 1671 at the Speciall Instance & request of the Deft did build for him the Said Def<sup>t</sup> one house fifteen foot Long & ten foot wide & make one bedsteed & formes in the Said house & then & there other worke for the Said Def<sup>t</sup> did doe in all amounting to the Sum<sup>e</sup> of five hundred pounds of tobaccoe & Caske In Con-

sidera<sup>o</sup>n whereof the Said def<sup>t</sup> did then assume on himselfe & to the S<sup>d</sup> pl<sup>t</sup> did faithfully promise to Satisfy him for the Same when thereunto required yet nevertheles th<sup>e</sup> S<sup>d</sup> Def<sup>t</sup> although often thereunto required the S<sup>d</sup> pl<sup>t</sup> hath not Satisfyed but doth altogether refuse to pay the Same whereby th<sup>e</sup> pl<sup>t</sup> Saith he is Damnified & hath loss to the vallew of 800<sup>th</sup> tobaccoe & thereupon he Bringeth his Suite. Liber E

And for the prooffe of this his declara<sup>o</sup>n he produced this En- [fol. 51]  
sueing Evidence.

James Hayes aged 30 yeares or thereabouts Sworne in open Court Saith That Sometime in october last past in the presence of him the Said Depon<sup>t</sup> Hugh Thomas demanded of Nich<sup>i</sup>: Grosse five hundred pounds of Tobaccoe for the worke which his man John wathen had done for him And the Said Grosse Said he would putt it to two men And Hugh Thomas asked him if it were worth nothing & the Said Nich<sup>i</sup> Grosse went away And made him not any answer at all that this Deponent Could understand & farther S<sup>th</sup> not

Nathan Bentley aged 30 yeares or thereabouts Sworne in open Court Saith, That Sometime in october last past Hugh Thomas demanded of Nicholas Grosse 500<sup>th</sup> of tobaccoe for the worke w<sup>ch</sup> his man John wathen had done for him & the Said Nicholas Said he would putt it to two men and the Said Hugh Thomas asked him what he would give him & the Said Nich<sup>i</sup> Said he would refer it to his betters & the Said Hugh Thomas asked him if he would pay 500<sup>th</sup> of tobaccoe & Nicholas grosse Said he would not till he had farther tryall for it, & further Saith not.

Whereupon the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the D<sup>e</sup>ft for three hundred & fifty pounds of Tobaccoe with Costs of Suite, & the p<sup>t</sup> preferred this Ensueing bill of Costs which was allowed.

To Attorneys Fees.....	o60
To Hugh Thomas for goeing coming & attend <sup>d</sup> 2 days at 30 <sup>th</sup> p.....	o60
To Nathan Bentley for Evidence Charge.....	o60
To James Hayes for Evidence charge.....	o60

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Upon a writt issued forth against Thomas Theodrick att the Suite of Francis Ling the Sheriff having made returne that the Said Thomas Theodrick was not to be found in his Baylifwick the Said Francis Ling by petition to the Court p<sup>r</sup>sented Alledged to the Court that the Said Thomas Theodrick Stood indebted to him the S<sup>d</sup> Ling in the Sum of Three thousand pounds of Tobaccoe, wherefore he humbly Craved Attachm<sup>t</sup> ag<sup>t</sup> any the goods or Chattells of him the Said Theodrick wheresoever to be found w<sup>ch</sup> was granted him

Ordered that Francis Lamb put in Security for the Saving the County harmeles from keeping a bastard Child by him begotten on

Liber E the body of Anne Broadhead & accordingly william Love & Job Corner became obliged in the Sum<sup>e</sup> of 10000<sup>th</sup> tobaccoe for the performance of the Same

The Sheriff being by act of Assembly obliged to returne to this Court a Jury of inquest for the body of Charles County returned his pannell of fifteen men whose names are hereunder written.

Robert Robins foreman	Thomas Baker	James Hay
Henry Aspinoll	Thomas Gibson	Nicholas Grosse
Humphry Jones	John Ferson	John wheeler
Robert Cosleton	Henry Hardy	James Littlepage
Gerard Browne	Rob <sup>t</sup> Ingolsby	Alexander Gallant

who p<sup>r</sup>esented Henry Henley for killing Jn<sup>o</sup> Fersons horse whereupon the Court adjudgd him to pay 100<sup>th</sup> tobaccoe for a fine to the Lord proprietary

Henry Hawkins Constable made p<sup>r</sup>esentment of a maid Servant belonging to M<sup>r</sup> Benj<sup>a</sup> Rozer for having a Bastard child.

Luke greene Constable maketh p<sup>r</sup>esentment of a woman Serv<sup>t</sup> of John Thompkinsons named Anne Broadhead for having a bastard Child:

Likewise of a servant of M<sup>ris</sup> virlanda Stone named [*blank*] for a Bastard Child:

Mathias obrian Constable appeared but made no p<sup>r</sup>esentment.  
 Geo: Newman Constable appeared but made no p<sup>r</sup>esentment  
 John paine Constable appeared but made no p<sup>r</sup>esentm<sup>t</sup>  
 William ward Constable appeared but made no p<sup>r</sup>esentm<sup>t</sup>

John Dobbs, James Lee, & Joseph Cooper Constables not appearing were fined Each of them One thousand pounds of tobaccoe for their Default.

Whereas John Helme of Charles County by way of petition informed his Excellency th<sup>e</sup> Cap<sup>t</sup> Generall against Henry Bonner late Clarke of Charles County for mischarging certain Fees in his acco<sup>t</sup> for the which the Said John Helme was taken under Execution by the Sheriff on the behalfe of the Said Henry Bonner which petition & accompt were by his Excellency th<sup>e</sup> Cap<sup>t</sup> General remitted to this Court & the Court having Comitted the regulating of the Same to the grand Jury of inquest for the body of Charles County by which Jury the acco<sup>t</sup> of the Said Henry Bonner was found Erroneous although the Jury did not find it p<sup>r</sup>esentable, the Said Henry Bonner did in open Court tender to the Said John Helme to discharge him of th<sup>e</sup> Sheriff of Charles County by whom he was taken in Execution for th<sup>e</sup> abovesaid mischarged Fees & to discharge him clearly from th<sup>e</sup> whole acco<sup>t</sup> which was by the Said John Helme refused

The Court is Adjourned till th<sup>e</sup> Second Tuesday in January



John Ferson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>st</sup> Henry Henley in a plea of trespas on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriff returnable th<sup>e</sup> 9<sup>th</sup> day of Jan<sup>ry</sup> 1671/2 Liber E

The w<sup>thin</sup> named Henry Henley is not to be found in my Baylif-wick B: Rozer Sheriff Sher: returne

Rich: Ambrose dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Cady in an accon of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>thin</sup> named Rob<sup>t</sup> Cady is not to be found in my Baylifwick B Rozer Sheriff Sher: Returne

Fra: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Dan: Johnson decd: dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> will<sup>m</sup> & Tho: Harguesse in an accon of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>thin</sup> named W<sup>m</sup> & Thomas Harguesse are not to be found in my Baylifwicke B Rozer Sheriff Sher: Returne

Fran: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Dan Johnson decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>st</sup> will<sup>m</sup> & Tho: Harguesse in an accon of debt. warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>thin</sup> named W<sup>m</sup> & Tho: Harguesse are not to be found in my Baylifwick B Rozer Sheriff Sher: Returne

Fra: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the Goods & Chattells of Dan: Johnson decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Jer: Macknew in an accon of debt. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

The w<sup>thin</sup> named Jer: Macknew is not to be found in my Baylif-wick B Rozer Sheriff Sher: returne

Fra: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of th<sup>e</sup> Goods & Chattells of Dan Johnson decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>st</sup> Henry Moore in an accon of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra

The within named Henry Moore is not to be found in my Baylif-wick B Rozer Sheriff. Sher: Returne

Benj<sup>a</sup> Rozer Adm<sup>r</sup> of the Goods & Chattells of Sa Burford decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John paine in a plea of trespasse upon the Case. Warr<sup>t</sup> to the Coroner returnable ut Supra [fol. 52]

The within named John paine I have taken & before I could have him at th<sup>e</sup> place appointed he was taken away by death. Ig: Causine Coroner. Coroners returne

Benj<sup>a</sup> Rozer Adm<sup>r</sup> of the goods & Chattells of Sa Burford decd dem<sup>a</sup> a warr<sup>t</sup> ag<sup>st</sup> Henry Moore in a plea of trespasse upon the Case. Warr<sup>t</sup> to the Coroner returnable ut Supra.

The within named Henry Moore is not to be found in my Baylif-wick Ig: Causine Coroner. Coroners returne

Jacob peterson dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Fra: Goodrick in a plea of trespasse on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sheriffe. Sher: Returne

Liber E Edward Maddock dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho: Warner in an accon of debt. Warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The within named Tho warner I have taken & have his body here  
returne as I am by this writt required B Rozer Sheriff.

Robert Downes dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Boughton accon of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The within named Rich<sup>d</sup> Boughton is not to be found in my Bay-  
returne lifwick. B Rozer Sheriff

Stephen Cox dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Sam: Fendall in a plea of trespasse on the Case & Subp<sup>as</sup> for Philip Cole & Ambrose Bayly. warr<sup>t</sup> & Subp<sup>as</sup> to th<sup>e</sup> Sheriff returnable ut Supra.

Sher Concordantur B. Rozer Sheriff  
returne

John wheeler Attorney of James Lee Dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Hill in an accon of debt, warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named Jn<sup>o</sup> Hill is not to be found in my Baylifw<sup>ck</sup>  
returne B Rozer Sheriff

John Wheeler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Jacob Leah accon debt warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named Jacob Leah is not to be found in my Baylifw<sup>ck</sup>.  
returne B Rozer Sheriff

Johnathan Marler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> owen Jones accon debt warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: Concordantur B Rozer Sheriffe.  
returne

B: Rozer demandeth Execucon ag<sup>t</sup> th<sup>e</sup> goods of Sa Harris for the Summe of 1545<sup>th</sup> tobaccoe warr<sup>t</sup> of Execution to the Coroner &c

Henry Barnes dem<sup>a</sup> a writt of Execucon on th<sup>e</sup> Estate of Geo: Harris for 250<sup>th</sup> tobaccoe w<sup>th</sup> Costs w<sup>ch</sup> is granted & Warr<sup>t</sup> of Attachm<sup>t</sup> to the Sheriff returnable ut Supra

Att a Court held in Charles County on the 9<sup>th</sup> day of January Anno Domini 1671/2  
Present Com<sup>rs</sup>

M <sup>r</sup> Henry Adames	M <sup>r</sup> John Stone
M <sup>r</sup> Thomas Mathewes	M <sup>r</sup> John Bowles

After Oyez proclaimed

Archibald wahab p'sents his Servant Richard Scarryott to be judged by the Court Concerning his age who is Judged to be twelve yeares old.

Humphry warren p'sents his Servant Lancelot wilkinson his Servant who is Judged to be Eighteene yeare old.

Alexander Smith p'sents one George Cunningham his Servant who is Judged to be Sixteene yeares of age.

Humphry warren (on the behalfe of Robert Rowland) p<sup>r</sup>sents **Liber E**  
one John Oulson Serv<sup>t</sup> to the Said Rob<sup>t</sup> Rowlands who is Judged  
to be Twenty one yeares of age.

Richard Edelen p<sup>r</sup>sents his Servant James Clarke to be Judged  
concerning his age who is judged to bee thirteen yeares old.

Richard Edelen p<sup>r</sup>sents likewise his Servant Thomas Luce who is  
Judged to be twenty yeares of Age.

Richard Edelen (on the Behalfe of Cap<sup>t</sup> Will<sup>m</sup> Boreman) p<sup>r</sup>sents  
two Servants of the Said Cap<sup>t</sup> Boremans to be judged by the Court  
viz<sup>t</sup> Lawrence wilson who is judged to be twenty yeares of age and  
Lawrence Anderson who is Judged to be twenty yeares old also.

Sam<sup>n</sup>. Fendall p<sup>r</sup>sents his Servant Anthony Marlow who is judged  
to be Seventeen yeare old or thereabouts.

Benj<sup>a</sup> Rozer p<sup>r</sup>sents two Serv<sup>ts</sup> to be Judged as afore: viz<sup>t</sup> George  
Chapman who is Judged to be twenty two yeare old & Richard  
Hunter who is judged to be one & twenty or thereabouts

John Massey came into Court & declares before the justices then  
Sitting in Court th<sup>t</sup> he is willing & acknowledgeth himselfe obliged  
to Serve Benj<sup>a</sup> Rozer or his heires for five whole yeares to bee  
Compleate & Ended Comencing from the 2<sup>d</sup> day of october 1671.

John Vaudrey & Elizabeth his wife acknowledge their right &  
Title of a parcell of land Called S<sup>t</sup> Nicholas unto Job Corner & his  
heires as is Specified in a Conveyance of the Same Bearing date  
8<sup>th</sup> Aug<sup>t</sup> 1671 & hereafter recorded.

Thomas Ashbrooke & Lettice his wife acknowledge their right &  
Title of a parcell of Land Lying on the East side of John wards  
branch in nangemy Creeke Conteyning one hundred and fifty acres  
unto John Boyden & his heires as is Specified in a Conveyance con-  
cerning th<sup>e</sup> Same Bearing date 9<sup>th</sup> Jan<sup>ry</sup> 1671

Edmond Lendsey Petitioneth the Court ag<sup>st</sup> Stephen Mountague  
Adm<sup>r</sup> of the Estate of Richard Randall for Two thousand pounds  
of tobaccoe, And the Said Adm<sup>r</sup> confesseth Judgem<sup>t</sup> for the Said  
Sum<sup>e</sup> unto the pet<sup>r</sup> according to his demand.

The ac<sup>on</sup> between Ed: Maddock p<sup>ft</sup> & Thomas warner def<sup>t</sup> is  
respited till next Court

The Court is adjourned till the Second Tuesday in march.

Ed: Maddock dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner in a plea of trespas  
on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriff returnable ut Supra March th<sup>e</sup> 12<sup>th</sup>  
1671/2

Compounded after the arrest. B Rozer Sheriffe

Sher:  
returne

Liber E John Grub dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner in a plea of trespas on the Case. warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher: The within named Henry Bonner I have taken & have his body  
returne here as I am by this writt required B Rozer Sheriffe.

[fol. 53] Rich<sup>d</sup> Edelen dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner in a plea of trespas on th<sup>e</sup> Case. warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher: The within named Henry Bonner I have taken & have his body  
returne here as I am by this writt required B Rozer Sheriffe.

Benj<sup>a</sup> Rozer demands a warr<sup>t</sup> ag<sup>t</sup> Thomas warner in a plea of trespas Sur le Case warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher: The within named Thomas warner I have taken & have his body  
returne here as I am by this writt comanded Ig: Causine Coroner.

John Prior dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Thomas Warner in a plea of debt Subp<sup>a</sup> Lawr: young warr<sup>t</sup> & Subp<sup>a</sup> to th<sup>e</sup> Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named Tho: warner I have Taken & have his body here  
returne as I am by this writt required B Rozer Sheriffe

Sa: Cressey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Tho: warner ac<sup>on</sup> debt Subp<sup>a</sup> Rich<sup>d</sup> Dod. warr<sup>t</sup> & Subp<sup>a</sup> to the Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named Thomas warner I have taken & have his body here  
returne as I am by this writt required B Rozer Sheriffe.

Francis Ferneley required a Scire facias ag<sup>t</sup> John Mould for the Sum<sup>e</sup> of two hundred pounds of tobaccoe, & Subp<sup>a</sup> for Rich<sup>d</sup> Roe writt of Scire facias & Subp<sup>a</sup> to the Sheriff returnable ut Supra.

Sher By Henry Adames & Nich<sup>d</sup> Grosse good & Lawfull men of my  
Returne Baylifwick I have made knowne to the Said John Mould that he be at the time & place as I am by this writt required B Rozer Sheriff.

Francis Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods Chattells & creditts of Dan Johnson de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> W<sup>m</sup> & Tho: Harguesse ac<sup>on</sup> of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Sher: The w<sup>th</sup>in named W<sup>m</sup> & Tho: Harguesse I have taken & have his  
returne body here as I am by this writt required B Rozer Sheriffe.

Fran: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the goods & Chattells of Dan: Johnson de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> w<sup>m</sup> & Tho: Harguesse in an ac<sup>on</sup> of debt, warr<sup>t</sup> to the Sheriffe returnable ut Supra

Sher: The within named W<sup>m</sup> & Tho: Harguesse I have taken & have their  
returne bodys here as I am in this writt required B Rozer Sheriffe.

Fran: Kilborne & Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of the Goods & Chattells of Dan Johnson de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> James Smallwood in an ac<sup>on</sup> of debt. warr<sup>t</sup> to the Sheriff returnable ut Supra

Sher: The within named James Smallwood I have taken & have his body  
returne here as I am by this writt required B Rozer Sheriffe.

Sa: Cressey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> James Smallwood in an ac<sup>on</sup> of the Case warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The within named James Smallwood is not to be found in my Baylifwick B Rozer Sherif Liber E Sher returne

Benj<sup>a</sup> whichcott dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Cady accon trespas on the Case. warrant to the Sheriff returnable ut Supra.

The w<sup>th</sup>in named Rob<sup>t</sup> Cady I have taken & have his body here as I am by this writt required B: Rozer Sheriffe Sher: returne

John Person dem<sup>a</sup> a warrant ag<sup>st</sup> Henry Henley accon trespas on the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sherif. Sher: returne

Math Hill versus George Holmes accon trespas on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sheriffe Sher: Returne

Geo: Godfrey dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> will<sup>m</sup> Gather accon trespas on th<sup>e</sup> Case warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>th</sup>in named will<sup>m</sup> Gather I have taken whose body I have here at the time & place as I am by this writt required B Rozer Sheriff Sher returne

Henry Adames & Margaret his wife Adm<sup>rx</sup> of the Goods & Chattells of oliver Balse de<sup>cd</sup> dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Johnathan marler in an accon debt. Warr<sup>t</sup> to the Sheriff returnable ut Supra

The w<sup>th</sup>in named Johnathan Marler is not to be found in my Baylifwick B Rozer Sherif Sher: returne

Fra: Kilborne dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Garratt Hamond accon debt warr<sup>t</sup> to the Sheriff returnable ut Supra.

Concordantur B Rozer Sheriffe Sher: returne

Fra: Kilborne dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John wheeler accon debt warr<sup>t</sup> to the Sheriffe returnable ut Supra.

The w<sup>th</sup>in named Jn<sup>o</sup> wheeler is not to be found in my Baylifwick B Rozer Sheriff Sher: retturne

Nich: Solby dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Garratt Hamond in a plea of trespas on the Case. warr<sup>t</sup> to the Sheriff returnable ut Supra

Concordantur B Rozer Sheriffe Sher: returne

Nich Solby dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> David Steward accon trespas on th<sup>e</sup> Case. warr<sup>t</sup> to the Sheriffe returnable ut Supra

The within named David Steward I have taken & have his body here as I am by this writt required B Rozer Sheriffe. Sher returne

Nich Pittoway dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Kellam Magloghlin accon debt. warr<sup>t</sup> to the Sheriff returnable ut Supra.

The within named Kellam Maglocklin I have taken & have his body here as I am by this writt required B Rozer Sheriff Sher returne

Benj<sup>a</sup> Rozer dem<sup>a</sup> a writt of Attachm<sup>t</sup> ag<sup>t</sup> the Estate of Francis Lamb in th<sup>e</sup> hands of Peter Long for th<sup>e</sup> Sume of 1876<sup>th</sup> tobaccoe. writt of Attachm<sup>t</sup> to the Coroner returnable ut Supra.

Liber E      I have attached in the hands of Peter Long what tobaccoe is due  
Coroners      to the Said Francis Lamb as I am by this writt required      I.  
returne      Causine Coroner.

Francis Haile dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Fowke ac<sup>o</sup>n debt. warr<sup>t</sup> to  
the Sheriff returnable ut Supra.

Sher:      Concordantur      B: Rozer Sheriffe.  
returne

Jesse wharton dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Caen & Tho: obrian ac<sup>o</sup>n  
of debt. warr<sup>t</sup> to the sheriffe returnable ut Supra.

Sher:      Concordantur      B Rozer Sheriffe  
returne

Jesse wharton dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Jn<sup>o</sup> Caen & Tho: obrian in an ac<sup>o</sup>n  
of debt. warrant to the Sheriff returnable ut Supra.

Sher:      Concordantur      B Rozer Sheriffe.  
returne

John Lemaire dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Beck ac<sup>o</sup>n trespasse on the  
Case. warr<sup>t</sup> to the Sheriff returnable ut Supra

Sher:      The w<sup>th</sup>in named Rich<sup>d</sup> Beck is not to be found in my Baylifwick  
returne      B Rozer Sheriff.

Benj<sup>a</sup> Rozer dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> James Lee ac<sup>o</sup>n of Debt warr<sup>t</sup>  
to the Coroner returnable ut Supra

Cor:      The within named James Lee is not to be found in my Baylifwick  
returne      B Rozer Sheriff

w<sup>m</sup> Hollingsworth adm<sup>r</sup> of Michel powell de<sup>d</sup>d demands a warr<sup>t</sup>  
ag<sup>t</sup> James Lee in an ac<sup>o</sup>n of debt warr<sup>t</sup> to the Sheriff returnable  
ut Supra.

Sher:      The within named James Lee is not to be found in my baylifwick  
returne      B Rozer Sheriff

Thom: Alcocks dem<sup>a</sup> a warr<sup>t</sup> versus w<sup>m</sup> Boyden ac<sup>o</sup>n debt. warr<sup>t</sup>  
to the She<sup>r</sup>: returnable ut Supra

Sher:      Concordantur      B Rozer Sheriffe  
returne

Tho Galley dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Richard Fowke in a plea of trespas  
Subp<sup>a</sup> Greg: Sudbury Eliz<sup>a</sup> Morlay Geo: Lodge. warr<sup>t</sup> & Subp<sup>as</sup>  
to the Sheriff returnable ut Supra.

Sher:      The within named Richard Fowkes I have taken & have his body  
returne      here as I am by this writt required      B Rozer Sheriff

[fol. 54] John wheeler As attorney of James Lee dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John  
Hill ac<sup>o</sup>n of debt warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher:      Concordantur      B Rozer Sheriffe  
returne

John wheeler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Jacob Leah ac<sup>o</sup>n debt. warr<sup>t</sup> to  
the Sheriff returnable ut Supra.

Sher:      The within named Jacob Leah is not to be found in my Baylifwick  
returne      B Rozar Sheriff

John wheeler dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Fra: Thorneton ac<sup>o</sup>n debt. warr<sup>t</sup>  
to the Sheriff returnable ut Supra.

Sher:      The within named fra: Thorneton I have taken & have his body  
returne      here as I am by this writt required      B Rozer Sheriff.

Benj <sup>a</sup> Rozer dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Sa price ac̄on debt. warr <sup>t</sup> to the Sheriff returnable ut Supra.	Liber E
Concordantur I: Causine Coroner.	Coroners returne
Tho: Alcocks dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> will Boyden ac̄on debt. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
Concordantur B Rozer Sheriffe.	Sher: returne
Bernard Hamy dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> w <sup>m</sup> Boyden in a plea of trespas on th <sup>e</sup> Case. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
The w <sup>th</sup> in named w <sup>m</sup> Boyden I have taken & have his body here as I am by this writt required B Rozer Sheriff.	Sher: returne
John Munne dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Richard Issard ac̄on debt. warr <sup>t</sup> to the Sheriffe returnable ut Supra.	
The w <sup>th</sup> in named Rich <sup>d</sup> Issard is not to be found in my baylifwick B Rozer Sheriff	Sher: returne
John Allen dem <sup>a</sup> a warr <sup>t</sup> versus Will: Thomas accon debt. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
The w <sup>th</sup> in named will <sup>m</sup> Thomas is not to be found in my baylifwick B Rozer Sheriffe	Sher: returne
John Allen dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Tho: Corker ac̄on debt. warr <sup>t</sup> to the Sher returnable ut Supra.	
The w <sup>th</sup> in named Tho: Corker is not to be found in my Baylifwick B Rozer Sheriffe	Sher: returne
John Allen dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Tho: Alcocks ac̄on debt. warr <sup>t</sup> to the Sheriffe returnable ut Supra.	
The w <sup>th</sup> in named Tho: Alcocks I have taken & have his body here as I am by this writt required B: Rozer Sheriffe.	Sher: returne
John Cain dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Dan: Mathena in an ac̄on of the Case. warr <sup>t</sup> to the Sher: returnable ut Supra.	
Compounded after the arrest. B Rozer Sheriff.	Sher: returne
Sam: Cressey dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> nich <sup>i</sup> : Skidmore ac̄on trespas on the Case. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
The within named Nich <sup>i</sup> Skidmore I have taken & have his body here as I am by this writt comanded B: Rozer Sheriff.	Sher returne
Sam Cressey vsus Sebright macock in an ac̄on of debt. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
Concordantur B Rozer Sheriff.	Sher returne
Sam Cressey dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> Henry Bonner ac̄on trespas on th <sup>e</sup> Case. warr <sup>t</sup> to the Sheriff returnable ut Supra.	
Concordantur B Rozer Sheriffe	Sher: returne
Sam Cressey dem <sup>a</sup> a warr <sup>t</sup> ag <sup>t</sup> John Mould ac̄on trespas on the Case warr <sup>t</sup> to the Sheriff returnable ut Supra	
The w <sup>th</sup> in named Jn <sup>o</sup> Mould I have taken & have his body here as I am by this writt required B Rozer Sheriff.	Sher: returne

Liber E Kellam Maghoghlin demands a writt ag<sup>t</sup> owen Jones ac<sup>on</sup> debt. warr<sup>t</sup> to the Sher<sup>e</sup> returnable ut Supra.

Sher: The w<sup>th</sup>in named owen Jones I have taken & have his body here  
returne as I am by this writt required B Rozer Sheriffe.

John Bowles dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> Ellenor Warren ac<sup>on</sup> debt warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher Concordantur B Rozer Sheriffe.  
returne

Alex: Keet dem<sup>a</sup> a warr<sup>t</sup> ag<sup>t</sup> John Mould ac<sup>on</sup> of debt. Warr<sup>t</sup> to the Sheriffe returnable ut Supra.

Sher: The w<sup>th</sup>in named John Mould is not to be found in my Baylif-  
returne wick B Rozer Sheriff.

At a Court held for the Lord proprietary in Charles County this  
12<sup>th</sup> day of march in the 40<sup>th</sup> yeare of his S<sup>d</sup> Lops Dominion  
over this province Annoq<sup>ue</sup> Domini 1672.

Richard morris p<sup>r</sup>sents James piper who is Judged to be Eleaven  
yeares old. Also he p<sup>r</sup>sents will<sup>m</sup> Kerkley who is adjudged to be  
ten yeares of age.

James Walker P<sup>r</sup>sents a Serv<sup>t</sup> named wiff Bishop who is judged  
to be fifteene yeares of age.

Henry Bonner p<sup>r</sup>sents a Serv<sup>t</sup> named Thomas Laurence who is  
Judged to be twelve yeare old.

Rob<sup>t</sup> Henley P<sup>r</sup>sents a Serv<sup>t</sup> named Peter Oard who is judged to  
be Eighteen yeares of age

William Hinsey P<sup>r</sup>sents a Serv<sup>t</sup> named vaff: Hill who is judged  
to be twelve yeares old.

Ann Fowkes p<sup>r</sup>sents a Servant named margaret Snell who is  
censured to be twenty yeares old.

Jn<sup>o</sup> ward p<sup>r</sup>sents a Serv<sup>t</sup> named John Ginney whom th<sup>e</sup> Court  
judgeth to be fourteen yeares of age.

Rob<sup>t</sup> Clarke p<sup>r</sup>sents a Serv<sup>t</sup> named Rob<sup>t</sup> Collingwood whom th<sup>e</sup>  
Court Judgeth to be twenty one yeares old

Mathew Stone p<sup>r</sup>sents a Serv<sup>t</sup> named Mathew Dike who is judged  
to be be 20 yeares old.

Richard Midgely & Rice wainman doe acknowledge all their right  
of a tract of land called [*blank*] unto Edward Knight as by a  
Conveyance hereafter recorded more plainly may appeare.

Benj<sup>a</sup> Rozer Adm<sup>r</sup> of the goods & Chattells of Sa<sup>m</sup>: Burford  
decd P<sup>t</sup> ag<sup>t</sup> Henry Moore def<sup>t</sup>: The p<sup>lt</sup> p<sup>r</sup>ferred his declaration  
wherein he declared ag<sup>t</sup> the def<sup>t</sup> for the Su<sup>m</sup>e of twelve hundred and  
Eighty pounds of tobaccoe due from the def<sup>t</sup> to Sa: Burford decd  
for phisick by him Administred & the acco<sup>t</sup> being in open Court  
p<sup>duced</sup> the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Deft for the Said Su<sup>m</sup>e  
of twelve hundred and Eighty pounds of to<sup>b</sup> with Costs of Suite



In a Certain Matter of difference depending in Court between Benj<sup>a</sup> whichcott by his Attorney Math<sup>n</sup> Hill plaintiff & Rob<sup>t</sup> Cady def<sup>t</sup> in a plea of trespas on the Case. Liber E  
[fol. 55]

The Def<sup>t</sup> having had but Short time to p<sup>r</sup>cure his Evidence for proving how much he hath Satisfyed the p<sup>l</sup>t craveth an imparlance w<sup>ch</sup> was granted.

Thomas warner being attached to answer to Benj<sup>a</sup> Rozer of a plea of trespas on the Case craved an imparlance which was granted by th<sup>e</sup> Consent of the p<sup>l</sup>t likewise.

william & Thomas Harguesse were attached to answer to Francis Kilborn & Eliz<sup>a</sup> his wife Administratrix of the goods & Chattells of Daniel Johnson de<sup>cd</sup> of a plea that they render unto them the Sum<sup>e</sup> of two thousand pounds of tobaccoe &c.

And whereupon th<sup>e</sup> p<sup>l</sup>ts complaine ag<sup>t</sup> the def<sup>ts</sup> for that whereas the S<sup>d</sup> Def<sup>ts</sup> by a certain writing under their hands & Seales bearing date th<sup>e</sup> 24<sup>th</sup> day of September in the 34<sup>th</sup> yeare of the Dominion of Caecilius &c Annoq<sup>ue</sup> Domini 1669 became bound unto the above named Dan: Johnson to pay unto him the Sum<sup>e</sup> of Two thousand pounds of tobaccoe on the 10<sup>th</sup> day of october 1671 yet the Said Def<sup>ts</sup> although often thereto required the Said 2000<sup>th</sup> tobaccoe have not payd but doe altogether refuse to pay the Same whereupon the p<sup>l</sup>ts Say they are Damnified & have Loss to the vallew of 2000<sup>th</sup> tobaccoe & thereon they bring th<sup>r</sup> Sute

And they p<sup>r</sup>duced this Ensueing bill.

This bill bindeth us william Harguesse & Tho: Harguesse to pay or Cause to be payd to Daniel Johnson his heires or assigns the Sum<sup>e</sup> of Two thousand pounds of tobaccoe to be payd to the Said Daniell his heires assigns or Certain attorney conveniently in Charles County on the tenth day of october to be in the yeare of our Lord 1671 To the which paym<sup>t</sup> well & truly to be made we bind us our heires Executors & Adm<sup>rs</sup> Joyntly & Severally by these p<sup>nts</sup> In wittnes whereof we have hereunto Sett our hands & Seales this 24<sup>th</sup> of Septemb<sup>r</sup> 1669

will + Harguesse (locus  
his marke sigilli)  
Tho: T Harguesse (locus  
his marke sigilli)

whereupon th<sup>e</sup> Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>ts</sup> for the Sum<sup>e</sup> of two thousand pounds of tobaccoe w<sup>th</sup> this Ensueing bill of Costs P<sup>r</sup>ferred by the p<sup>l</sup>t:

To Atturnys Fees..... 60  
To coming goeing & attendance..... 90

150

Likewise th<sup>e</sup> Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>ts</sup> for the Sum<sup>e</sup> of three thousand pounds of tobaccoe due from the Said Def<sup>ts</sup> to them

Liber E the S<sup>d</sup> p<sup>l</sup>ts by a bill bearing the Same date payable th<sup>e</sup> 10<sup>th</sup> day of october 1670 w<sup>th</sup> the Ensueing bill of Costs.

To Atturmys Fees.....	60
To coming goeing & Attendance.....	90

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150

For both which Execution was issued forth ag<sup>t</sup> th<sup>e</sup> bodys of the def<sup>ts</sup> at th<sup>e</sup> Suite of th<sup>e</sup> S<sup>d</sup> p<sup>l</sup>ts & directed to the Sherif

James Smallwood was Attached to answer Fra: Kilborne & Eliz<sup>a</sup> his wife of a plea that he render unto them the Sum<sup>e</sup> Two thousand two hundred thirty foure pounds of Tobaccoe.

Whereupon the S<sup>d</sup> P<sup>l</sup>ts Complained ag<sup>t</sup> the Said Def<sup>t</sup> for the Said debt due to Da<sup>n</sup>: Johnson de<sup>c</sup>d upon a bill under his hand & Seale bearing Date the 23<sup>th</sup> day of febr<sup>y</sup> in th<sup>e</sup> 39<sup>th</sup> year of the Dominion of Caecilius Anno<sup>q</sup> Domini 1670 & here in Court Produced, payable on the tenth day of october next Ensueing which the S<sup>d</sup> Def<sup>t</sup> refused to pay

whereupon the Court gave Judgement ag<sup>t</sup> the Def<sup>t</sup> for the Said Two thousand two hundred thirty foure pounds of Tobaccoe w<sup>th</sup> this Ensueing bill of Costs P<sup>r</sup>ferred by the p<sup>l</sup>t:

To Atturmys Fees.....	60
To goeing coming & attendance at Court.....	90

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150

Whereas the tobaccoe due from peter Long to Francis Lamb was at the Suite of Benj<sup>a</sup> Rozer attached in the hands of the Said Peter Long, the Said peter Long came & in open Court made oath that he did Stand indebted to the Said Francis Lamb only the Sum<sup>e</sup> of Six hundred and two pounds of Tobaccoe w<sup>ch</sup> by order of Court the S<sup>d</sup> Long is Comanded to deteyne in his hands for the use of the S<sup>d</sup> Benj<sup>a</sup> Rozer.


Kellam Magloghlin was attached to answer to Nich<sup>i</sup> Pittoway of a plea that he render to him the Sum<sup>e</sup> of fourteene hundred Sixty & three pounds of Tobaccoe & Caske w<sup>ch</sup> he oweth & unjustly deteineth &c.

And the S<sup>d</sup> Pittoway by his Attorney Bennett Marshiguay Complaineth ag<sup>st</sup> the Said Kellam Magloghlin as Adm<sup>r</sup> of th<sup>e</sup> goods & Chattells of James Lindsey de<sup>c</sup>d for th<sup>e</sup> Said Sum<sup>e</sup> due from James Lendsey by bill bearing date the 16<sup>th</sup> of May in the 38<sup>th</sup> year of the Dominion of Caecilius &c Anno<sup>q</sup> D<sup>n</sup>i 1670 to be paid on the tenth day of october next Ensueing &c

And the Said Kellam alleadged that in the writt to the Sherif directed he was not nominated as Adm<sup>r</sup> of th<sup>e</sup> Estate of m<sup>r</sup> James Lindsey but in his owne p<sup>per</sup> name & person And further that he

was not Adm<sup>r</sup> of th<sup>e</sup> S<sup>d</sup> James Lendsey wherefore he craved a non- Liber E  
suite ag<sup>st</sup> the S<sup>d</sup> Pft w<sup>ch</sup> was granted w<sup>th</sup> Costs of Suite.

David Steward was attached to answer to Nich Solby of a plea of trespass on the Case & appeared by his Attorney Samuel Fendall who produced this Ensueing Ire of Atturney.

Know all men by these pnts that I David Steward of Charles County in the Pvince of Maryland planter doe hereby nominate Constitute & appoint m<sup>r</sup> Samuel Fendall of th<sup>e</sup> County & Pvince aforesaid my true & Lawfull attorney for me & in my name To answer & defend a sute Comenced ag<sup>st</sup> me by nicholas Solby in th<sup>e</sup> County Court aforesaid & w<sup>t</sup> my Said Atturney shall lawfully doe therein I doe hereby ratifie & Confirme as fully & amply as if I my Selfe had been personally P<sup>r</sup>sent & had done the Same wittnes my hand & Seale this 12<sup>th</sup> of march 1671 David  Steward  
Signed Sealed & Dellivered his marke

in th<sup>e</sup> p<sup>r</sup>sence of us

Jn<sup>o</sup> + Miller      Anthony Morley  
his mark

And th<sup>e</sup> pft P<sup>r</sup>ferred his declaration Complaining ag<sup>st</sup> the def<sup>t</sup> [fol. 56]  
for that whereas on the twenty fifth of Aprill Anno Domini 1670 &  
at Severall times Since till th<sup>e</sup> 19<sup>th</sup> day of may in the Same yeare  
did Administer to the Def<sup>t</sup> Severall parcells of physick &c amount-  
ing to the Sume of Six hundred & Sixty pounds of tobaccoe as by a  
particular accot hereunto annex<sup>d</sup> more plainly may appeare for the  
which the def<sup>t</sup> did then promise to Satisfy him the Said pft when  
thereunto required yet although often thereunto required he hath  
not payd the Said Sume of 660<sup>lb</sup> tobaccoe but doth altogether refuse  
to pay the Same whereby th<sup>e</sup> pl<sup>t</sup> S<sup>th</sup> he is damnified & hath Lost to  
the vallew of 850<sup>lb</sup> tob<sup>o</sup> & thereupon he brings his Suite

And produceth the Ensueing acco<sup>t</sup>

1670

April 25

David Steward D<sup>r</sup>

	To a purging potion.....	040
27	To bleeding .....	020
May 6	To a dose of purging pills.....	035
	Epis pasticks to neck & wrists & plaster to Cure them againe .....	040
8	Cordiall potion for many times.....	080
10	To Bottle of Aperitive Julep.....	060
12	To a purging Glister.....	035
16	To a purge.....	040
19 <sup>th</sup>	To 5 pills for Severall times for his Gripes....	050
	To Spirit of vitrioll oyle of Anisseeds mithridate deascordiu .....	060
	To Attendance .....	200
		660

Liber E whereupon the Court gave order ag<sup>st</sup> the def<sup>t</sup> for the Said Sum<sup>e</sup> of Six hundred & Sixty pounds of tobaccoe w<sup>th</sup> Costs of Suite as in th<sup>e</sup> Ensueing bill

To Attorneys Fees.....	60	} 150
To coming goeing & attendance att Court.....	90	

Tho: warner being attached to answer to Jn<sup>o</sup> prior Came & appeared to answer the Suite Comenced ag<sup>t</sup> him.

Likewise Jn<sup>o</sup> prior came & appeared by his Attorney Sam<sup>r</sup> Cressey, to prosecute his Suite Comenced as above.

whereupon the S<sup>d</sup> Sam<sup>r</sup> Cressey p<sup>d</sup>uced this Ensueing L<sup>re</sup> of Attur<sup>ny</sup>.

Know all men by these p<sup>nts</sup> that I John pryor of Charles County planter have & by these p<sup>nts</sup> doe Constitute ordaine & appoint Sam<sup>r</sup>: Cressey of the Same County my true & lawfull Attur<sup>ny</sup> for me & in my name & to his owne p<sup>per</sup> use & behoof to aske levy recover & receive of Thomas warner of Charles County the Sum<sup>e</sup> of Six hundred and twenty pounds of tobaccoe due to me by bill from th<sup>e</sup> Said Thomas warner Bearing date the 9<sup>th</sup> day of January 1670, Giving & by these p<sup>nts</sup> granting unto my Said Attur<sup>ny</sup> my full power & Authority to act & doe in & for the recovery of the premises as far forth as the Law will p<sup>mitt</sup> or I might doe if personally p<sup>s</sup>ent Likewise one or more Attur<sup>nys</sup> to make & at pleasure to revoke Ratifying & by these p<sup>nts</sup> allowing for firme & Stable whatsoever my Said Attur<sup>ny</sup> or his Substitutes shall doe or Cause to be done in the premises as if done by myselfe or I were there P<sup>sonally</sup> p<sup>s</sup>ent In wittnes whereof I have hereunto Sett my hand & Seale this 2<sup>d</sup> day of march Anno Domini 1671/2

Signed Sealed & Dellivered

John pryor (locus  
Sigilli)

in p<sup>s</sup>ence of us

Philip Gibbon

Hump: Warren

who both testified in open Court this to be the act & deed of John pryor.

wherefore th<sup>e</sup> plts Attur<sup>ny</sup> Sa: Cressey Complained ag<sup>st</sup> the Def<sup>t</sup> for that whereas the Said def<sup>t</sup> by th<sup>e</sup> before men<sup>con</sup>ed bill bearing date the 9<sup>th</sup> day of Jan<sup>ry</sup> 1670 as aforesaid became bound to pay to the p<sup>ft</sup> the Said Sum<sup>e</sup> of 620<sup>lb</sup> tobaccoe upon demand yet never-theles the Said Def<sup>t</sup> although often thereto required the Said Sum<sup>e</sup> according to the tenor of the Said bill hath not Satisfyed but doth altogether refuse to pay the Same whereupon th<sup>e</sup> p<sup>ft</sup> Saith he is Damnified & hath lost to the vallew of 800<sup>lb</sup> tobaccoe & thereupon he bringeth his Suite.

And produced this Ensueing bill in Court to be read.

This bill bindeth me Thomas warner my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> to pay or Cause to be payd unto John pryor his heires or assignes

the full & Just Sume of Six hundred and twenty pounds of Sound merchantable leafe Tobaccoe & Caske to be payd upon all demands as wittnes my hand this 9<sup>th</sup> day of Jan<sup>ry</sup> 1670. Liber E

Signed Sealed & Dellivered Thomas Warner (locus  
in p<sup>r</sup>sence of us Sigilli)

Lawrence **LY** young

his marke

Jacob **H** Johnson

his marke

Law<sup>r</sup>: young Sworne Saith That the  
above written bill is the act & deed  
of Thomas warner.

Whereupon the Court gave order ag<sup>st</sup> the def<sup>t</sup> for Six hundred & twenty pounds of tobaccoe & Costs hereunder written

To Attorneys Fees.....	60
To goeing coming & Attendance.....	60
To Law <sup>r</sup> young for Evidence charge.....	60

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180

Sam: Cressey p<sup>lt</sup> versus Thomas Warner Def<sup>t</sup> in a plea of debt.

The p<sup>lt</sup> complaineth ag<sup>st</sup> the def<sup>t</sup> for that whereas the Said Def<sup>t</sup> Standeth indebted to him the S<sup>d</sup> P<sup>lt</sup> by bill bearing date the 16<sup>th</sup> day of novemb<sup>r</sup> 1671, and here in Court by the S<sup>d</sup> P<sup>lt</sup> produced, the Sume of Eleaven hundred pounds and Seventy of to<sup>b</sup> payable upon demand as by the Said bill here in Court p<sup>r</sup> the S<sup>d</sup> p<sup>lt</sup> produced more plainly may appeare yett nevertheles th<sup>e</sup> Said Thomas although often thereunto required the Said Sum<sup>e</sup> of 1170<sup>lb</sup> of tobacco hath not Satisfyed but doth altogether refuse to pay the Same whereupon the S<sup>d</sup> p<sup>lt</sup> Saith he is damnified & hath lost to the vallew of 1600<sup>lb</sup> tobaccoe & thereupon he bringeth his Suite.

And produced this Ensueing bill

Know all men by these p<sup>nts</sup> that I Thomas warner of Charles County in the province of Maryland doe acknowledge to owe & Stand indebted unto Sa: Cressey of the County & province aforesaid to him his heires assignes or certain Attorney in the full & Just Sume of Eleaven hundred & seventy pounds of Sound merchantable leafe Tobaccoe & Caske to be payd to the Said Samuel or his order as aforesaid Conveniently in Charles County on demand To the which payment well & truly to be made I bind me my heires Execut<sup>rs</sup> & Adm<sup>rs</sup> & Every of them by these p<sup>nts</sup> In wittnes whereof I have hereunto Sett my hand & Seale this 16<sup>th</sup> of novemb<sup>r</sup> 1671

Signed Sealed & Delivered Thomas Warner (locus  
in p<sup>r</sup>sence of Sigilli)

Rich<sup>d</sup> **HL** Dod

his marke

Rob<sup>t</sup> **⊙** Harman

his marke

which bill being by the Court Shewed th<sup>e</sup> def<sup>t</sup> the Said bill who [fol. 57] acknowledged the Same to be his act & deed

Liber E Whereupon the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for the Said Sum<sup>e</sup> of Eleven hundred & Seventy pounds of tobaccoe w<sup>th</sup> Costs of Suite for both w<sup>ch</sup> orders of Court at th<sup>e</sup> request of the Said Samuel Cressey Execution was Issued out against the goods & Chattells of the Said Thomas warner & directed to the Sheriff.

Sam Cressey p<sup>lt</sup> vsus Nich Skidmore def<sup>t</sup> in a plea of trespas on the Case.

Both parties personally appearing

The p<sup>lt</sup> Complained ag<sup>t</sup> the def<sup>t</sup> for that whereas the Said Def<sup>t</sup> Stood indebted to him the S<sup>d</sup> p<sup>lt</sup> the Sum<sup>e</sup> of Three hundred and Sixty pounds of Tobaccoe it being for Sider re<sup>cd</sup> of him the Said p<sup>lt</sup> on the tenth day of September or thereabouts & Expended at his the S<sup>d</sup> Def<sup>t</sup>s wedding for the which the S<sup>d</sup> Def<sup>t</sup> did promise to Satisfy unto him the Said p<sup>lt</sup> the Said Sum<sup>e</sup> of 360<sup>th</sup> tobaccoe which nevertheles although often thereunto required he hath not Satisfyed but doth altogether refuse to pay th<sup>e</sup> Same whereby th<sup>e</sup> p<sup>lt</sup> Saith he is damnified & hath lost to the vallew of 500<sup>th</sup> tobaccoe & thereupon he bringeth his Suite, &c

whereupon the Court gave Judgem<sup>t</sup> ag<sup>st</sup> the Def<sup>t</sup> for the S<sup>d</sup> Sum<sup>e</sup> of three hundred & Sixty pounds of Tobaccoe & Caske together with Sixty pounds of tobaccoe for attendance & losse of time

John Mould being by a Scire facias Sum<sup>oned</sup> to Shew Cause why Execution Should not be issued forth ag<sup>t</sup> him for the Sum<sup>e</sup> of Two hundred pounds of tobaccoe formerly ordered ag<sup>st</sup> him by the Court held in Charls County on the tenth day of Jan<sup>ry</sup> 1670 to francis Ferneley & by him assigned to Sam Cressey as P assignem<sup>t</sup> hereunder written more plainly may appeare & he not appearing although timely notice were given him The Court gave Judgem<sup>t</sup> ag<sup>st</sup> him for the Sum<sup>e</sup> of 200<sup>th</sup> of tobaccoe with the Ensueing bill of Costs upon his default in not appearing

To Atturnys Fees.....	60
To Coming goeing & attendance at Court.....	90
To Rich Roe for Evidence Charge.....	30

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180

Know all men by these p<sup>nts</sup> that I Francis Ferneley of Charles County in the province of maryland planter for a valluable Consideracon already in hand re<sup>cd</sup> have assigned & Sett over unto Sam Cressey of the County aforesaid one Judgem<sup>t</sup> of Court obteyned ag<sup>t</sup> John Mould for the Sum<sup>e</sup> of Two hundred pounds of Tobaccoe being for Costs allowed in the Said Court as by the records Relation being thereunto had more plainly may appeare which Said Two hundred pounds of Tobaccoe Together with all Costs thereunto belonging or hereafter to be recovered I doe hereby assigne unto the

Said Sa: Cressey & doe hereby Constitute & ordaine the Said Sañ Liber E  
 Cressey my true & irrevocable Atturney for me & in my name & to his  
 owne proper use & behoofe to use all Lawfull meanes for the re-  
 covery of th<sup>e</sup> Same & doe Authorize him to appoint one or more  
 Attorneys under him & them att his pleasure to revoke Ratifying &  
 obliging myselfe to hold for firme & Stable whatsoever my Said  
 Attorney Shall doe or Cause to be done in & Concerning the premises  
 as if done by myselfe or I were there personally present In wittnes  
 whereof I have hereunto Sett my hand & Seale this 12<sup>th</sup> day of  
 March 1671

Signed Sealed & Delliivered fran: J Ferneley (locus  
his marke Sigilli)  
 in p<sup>r</sup>sence of

Richard R Roe

his marke

who being Sworne in open Court Saith that the above  
 written Letter of Attorney is the act & deed of fra: fernley.

Upon a reference Since the last Court in a matter of difference  
 Between Edward Maddock p<sup>lt</sup> & Tho: Warner def<sup>t</sup> in a plea of debt.

The p<sup>lt</sup> declaring ag<sup>st</sup> the Def<sup>t</sup> for the Sum<sup>e</sup> of two thousand  
 pounds of tobaccoe due by bill bearing date the 16<sup>th</sup> day of november  
 1671 payable upon demand which bill being in Court produced the  
 Def<sup>t</sup> acknowledged it to be his act & deed whereupon the Court gave  
 Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for the Said Sum<sup>e</sup> of two thousand pounds of  
 tobaccoe w<sup>th</sup> the Bill of Costs hereunder written

To Attorneys Fees.....	060
To Attendance 2 Courts 2 dayes Each Co <sup>rt</sup> .....	120
	180

Thomas Galley p<sup>lt</sup>      Richard Fowkes Def<sup>t</sup>

In an accon of trespas

And whereupon th<sup>e</sup> Said Thomas Galley Complaineth that whereas  
 the Said Richard Fowke on the Last day of march in the xxxviii<sup>th</sup>  
 yeare of the dominion of Caecilius &c by force & armes th<sup>e</sup> Close of  
 him the Said Tho: Galley at S<sup>t</sup> Barbaras manno<sup>r</sup> did breake & the  
 Fence thereupon & one Sixty foot tobaccoe house did burne & with  
 fire Consume to the ground & other Enormities to him did there  
 doe against the peace &c whereupon the Said Thomas Saith he is  
 worse & hath Lost to the vallew of three thousand pounds of tobaccoe  
 & thereupon he bringeth his Suite

And the def<sup>t</sup> Came & defended the force & injury when &c & Saith  
 he is in nowise guilty of the Said trespas here alledged ag<sup>st</sup> him &  
 of this he putts himselfe on the Country & the S<sup>d</sup> P<sup>lt</sup> in Like manner  
 wherefore a venire facias was directed to the Sheriff who returned  
 a pannell of twelve men whose names are hereunder written by the

Liber E oathes of whom the truth Should be tryed in the accon afore-  
said viz<sup>t</sup>

John wheeler	Humphry warren	Kellam Magloghlin
John Thomkinson	Gerrard Browne	Philip Browne
George Godfrey	Jn <sup>o</sup> Morris	Robert Downes
Tho Corker	Daniel Mathena	Francis Wine

who being all Sworne in open Court And having heard the Evidences  
[fol. 58] on both parts Say & for their verdict doe deliver, That they cannot  
finde any Cause of accon ag<sup>t</sup> the S<sup>d</sup> Rich<sup>d</sup> Fowkes.

whereupon th<sup>e</sup> Court grant a nonsuite ag<sup>t</sup> the p<sup>lt</sup> w<sup>th</sup> Costs of  
Suite

Kellam Magloghlin Adm<sup>r</sup> of the Goods & Chattells of owen  
Jones deēd p<sup>lt</sup> & owen Jones Def<sup>t</sup> in a plea of debt

whereupon the p<sup>lt</sup> Complaineth ag<sup>st</sup> the def<sup>t</sup> for that whereas the  
S<sup>d</sup> Def<sup>t</sup> Standeth indebted unto James Lendsey the Sume of Eight  
hundred Seventy Seven pounds of tobaccoe by bill bearing date the  
29<sup>th</sup> day of June Anno Domini 1667 as by the Said bill here in  
Court produced by th<sup>e</sup> S<sup>d</sup> p<sup>lt</sup> more plainly may appeare yet never-  
theles the Said owen Jones although often thereunto required the  
Said Summe of 877<sup>th</sup> of tobaccoe hath not payd but doth altogether  
refuse to pay the Same whereupon the p<sup>lt</sup> Saith he is damnified &  
hath losse to the vallew of 1000<sup>th</sup> tobaccoe & thereupon he bringeth  
his Suite

And produced bill for the Said Summe of Tobaccoe which the Def<sup>t</sup>  
Acknowledged only replyed that he had payd the Sume of Six  
hundred forty Eight pounds of Tobaccoe which th<sup>e</sup> p<sup>lt</sup> denyed not

whereupon the Court gave Judgem<sup>t</sup> ag<sup>t</sup> the def<sup>t</sup> for the Summe of  
two hundred twenty & nine pounds of tobaccoe with Costs of Suite  
as foll.

To Attornys Fees.....	60
To Attendance & goeing & Coming 2 days at 30 <sup>th</sup> p	60

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120

John mun Came & acknowledged unto william Boyden & his heires  
one tract of land of two hundred acres formerly layd out for david  
Prichard as by Conveyance hereafter recorded rela<sup>con</sup> being there-  
unto had more plainly may appeare.

Ed: Price came & acknowledged to John Mun one p<sup>cell</sup> of land  
called Shrewsbury Conteyning 150 acres as by Conveyance here-  
after recorded more plainly may appeare.

The Sheriff being obliged by Act of Assembly to p<sup>r</sup>sent to the  
Court held for his Lop in this County A grand Jury of Inquest to  
Enquire into Such things as by the Court Shall be given them in  
Charge Benj<sup>a</sup> Rozer Sheriff p<sup>r</sup>sented to the Court a pannell of nine-



teene men for to Serve upon th<sup>e</sup> Said Inquest whose names are hereunder written Liber E

Robert Henley foreman.

John Douglas	}	william Hinsey	}	William Boyden	}
John worland		Hugh Thomas		Fra: Thorneton	
witt Marshall		Peter Carre		Richard Fowkes	
Richard Dod		John Harvey		owen Jones	
Thomas Gibson		Richard Smoot		Richard Morris	
John Ferson		Edward price		Sam: Fendall	

which Said Jurors do returne Severall p<sup>r</sup>sentments as foll:

1<sup>st</sup> they p<sup>r</sup>sent mary warren for having a bastard Child

The Jurors p<sup>r</sup>sent Richard Issard for Hogstealing

The Jurors p<sup>r</sup>sent Margarett Greeden Servant to Henry Bonner for that in August or September last past she was dellivered of a bastard Child

They also p<sup>r</sup>sent Joseph Cooper Constable for not appearing according to act of Assembly for w<sup>ch</sup> he was fined by th<sup>e</sup> Court one thousand pounds of to<sup>b</sup>

All Coroners Justices Sheriffes & other officers who were bound to appear att Court made their appearance according as the act Comanded

Gerrard Breeden and Eliz: his wife acknowledge this ensuing Conveyance unto Ralph Coates in open Court

This Indenture made th<sup>e</sup> 2<sup>d</sup> of June in the yeare of our Lord one thousand Six hundred Seventy and one Betweene Gerrard Breeden & Eliz<sup>a</sup> his wife of Charles County in the Province of Maryland of the one part and Ralph Coates Gent: of the other part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Gerrard Breeden & Eliz<sup>a</sup> as well for and in consideracon of nine hundred and nine poundes of to<sup>b</sup> granted by the s<sup>d</sup> Ralph Coates before the ensealing and delivery hereof and allsoe one bill of four thousand and ninety Seven poundes of to<sup>b</sup> and a bond for four thousand poundes of to<sup>b</sup> whereof and wherew<sup>th</sup> th<sup>e</sup> Said Gerrard and Eliz<sup>a</sup> doe acknowledge to be fully Satisfyed contented and payd and thereof and from every part and parcell thereof doe fully clearely and absolutely acquit and discharge the said Ralph Coates his heyres Executors Administrators and Assignes and every of them by these p<sup>r</sup>sents allso for other good causes him hereunto moving hath granted bargained and sould assigned Set over and confirmed and by these p<sup>r</sup>sents doe fully clearely and absolutely grant bargain Sell assigne and set over unto th<sup>e</sup> Said Ralph Coates his heyres Executors Administrators and Assignes all th<sup>t</sup> parcell of land called rivers spring and formerly granted from th<sup>e</sup> Lord Proprietary unto Christopher River as appeares p<sup>r</sup> Patent and after his decease in the possession of Witt Allen & Jn<sup>o</sup> Muns and after them in the possession of John Boyden Witt Boyden and Walter Cooper and granted from them to James Hussey and from the said

Liber E Hussey to th<sup>e</sup> Jn<sup>o</sup> Hackister and from the said Hackister to Thomas King and from the Said King unto Gerrard Breeden but now lastly in the possession of Ralph Coates w<sup>ch</sup> s<sup>d</sup> p<sup>cell</sup> of land lyeth scituated and on the east Side of the fresh of Avon river formerly called Nangemy Creeke in Charles County next adjoyneing to th<sup>e</sup> land of James Lyndsy westermost bound tree it being a pickickory tree on th<sup>e</sup> North by a lyne drawne east from th<sup>e</sup> s<sup>d</sup> pickickory for th<sup>e</sup> lenght two hundred twenty five p<sup>ches</sup> on the east by a lyne drawne South for bredth one hundred and fifty p<sup>ches</sup> unto the land of the s<sup>d</sup> James Lyndsy and on th<sup>e</sup> west w<sup>th</sup> the s<sup>d</sup> land conteyning by estima<sup>con</sup> two hundred and fifty acres be th<sup>e</sup> same more or less being lastly in th<sup>e</sup> possession and occupa<sup>con</sup> of Gerrard Breeden but now absolutely granted unto th<sup>e</sup> said Coates and confirmed all and Singular w<sup>ch</sup> s<sup>d</sup> p<sup>cell</sup> of land w<sup>th</sup> all and Singular its houses and buildings Stricturyes or Ediforyes w<sup>soever</sup> thereunto belonging together w<sup>th</sup> all th<sup>e</sup> Orchardes Gardens Pastures feedeings Co<sup>mons</sup> co<sup>modetyes</sup> or Hereditam<sup>ts</sup> w<sup>soever</sup> unto th<sup>e</sup> said p<sup>cell</sup> appertaining

[fol. 59] To have and to hould the said parcell of land and all and Singular the p<sup>r</sup>misses before men<sup>con</sup>ed to be hereby bargained and Sould w<sup>th</sup> th<sup>e</sup> appurtinances and every part and parcell thereof w<sup>soever</sup> before named or recited unto the said Ralph Coates his heyres Execut<sup>rs</sup> and Administrators forever yeilding and payeing yearly the Lord Proprietaryes rents for the said parcell or tract of land in manner and form as is in th<sup>e</sup> Pattent of the said land Expressed, and the said Gerrard Breeden for himselfe his heyres Executors and Administrators doe covenant grant and agree to and w<sup>th</sup> the said Ralph Coates his heyres Execut<sup>rs</sup> and Assignes and every of them th<sup>t</sup> he th<sup>e</sup> Said Coates his heyres Executors Administrators and Assignes Shall and may quietly hould occupy possess and enjoy all and Singular th<sup>e</sup> p<sup>r</sup>misses before by these p<sup>r</sup>sents bargained and sould and every part and parcell thereof w<sup>th</sup> every the Rights members and appurtinances w<sup>thout</sup> the lawfull lett trouble or demand of or by the s<sup>d</sup> Breeden, or of or by his heyres Executors or Administrators or any or either of them or of or by any other p<sup>son</sup> or p<sup>sons</sup> lawfully claimeing by from or under him them or any of them or theyre or any of theyre uses of by or from any of theyre claimeing by from or under him them or any of them or any other p<sup>son</sup> or p<sup>sons</sup> w<sup>soever</sup>, as also acquitted and discharged and rest harmless of and from all former and other bargaines Sales and estates former leases Titles Dowes Rightes or Titles of Dowes Joyntures Intayles Rent charges Recognizances Judgm<sup>ts</sup> Execu<sup>cons</sup> titles troubles charges and demandes w<sup>soever</sup> had made done or co<sup>mitted</sup> willingly or wittingly Suffered to be co<sup>mitted</sup> by the said Breeden his heyres or Assignes or any of them or to theyre or any of theyre uses or by any of theyre Titles Estates meanes or procurem<sup>ts</sup> or of any theyer or any former Possessors of theyre said Tract of Land that is above named, and the Said Gerrard Breeden for him Selfe his heyres

Execut<sup>rs</sup> and Administrators, All and Singular the afore bargained Liber E  
 p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances and every part and parcell thereof  
 unto the said Ralph Coates his heyres Executors Administrators and  
 Assignes to the intent and meaneing afors<sup>d</sup> Shall and will warr<sup>t</sup>  
 and forever defend by these p<sup>r</sup>sents, in witness whereof the parties  
 above menconed have interchangeably Set theyre handes and Seale  
 th<sup>e</sup> day and yeare first above written Gerrard Breeden  
 Signed Sealed and delivered together Eliz<sup>a</sup> Breeden  
 w<sup>th</sup> possession by Livery and Seizeing  
 by turfe & twigg in th<sup>e</sup> p<sup>r</sup>sence of  
 Jn<sup>o</sup> Wheeler  
 Allexander Gallant

John Munn acknowledges this ensuing Conveyance unto William  
 Boyden called S<sup>t</sup> Thomas:

This Indenture made the eight day of March in the yeare of our  
 Lord one Thousand Six hundred and Seventy one Betweene Jn<sup>o</sup>  
 Munn, and Wiff Boyden both of Charles County plant<sup>r</sup> witnesseth  
 that the said Jn<sup>o</sup> Munn for a valueable considera<sup>o</sup>n already rec<sup>d</sup>  
 whereof and wherew<sup>th</sup> he acknowledgeth him Selfe to be fully Satis-  
 fyed and payd hath given granted bargained and Sould and con-  
 firmed and by these p<sup>r</sup>sents doth bargain Sell and confirm unto  
 the said Wiff Boyden all that parcell of land formerly layd out for  
 David Prichard Scituate lyeing and being on the South Side of  
 Piscataway river on the east Side of a Creeke in the Said River  
 called S<sup>t</sup> Thomas or Mattawoman Creeke adjoyneing to the land  
 land layd out for David Thomas begining at the said Thomas  
 Eastermost bound tree runing north north east for breath up th<sup>e</sup>  
 Creeke one hundred pches to a marked oake bounding on the North  
 by a lyne drawne South from the end of the South east and by South  
 lyne, for lenght two hundred and twenty pches on the South by a  
 lyne drawne South west and by South from the end of the South  
 lyne for bredth one hundred pches to the land of the Said Thomases  
 on the west w<sup>th</sup> th<sup>e</sup> Said land and Creeke conteyneing two hundred  
 acres more or less together w<sup>th</sup> all houses Edifices w<sup>t</sup>soever to the  
 said pcell of land belonging To have and To hould the afors<sup>d</sup>  
 pcell of land and all and Singular other the p<sup>r</sup>misses w<sup>th</sup> theyre  
 and every of theyre appurtenances w<sup>t</sup>soever unto the said Wiff  
 Boyden his heyres or Assignes w<sup>t</sup>soever and the said Jn<sup>o</sup> Munn  
 doeth for himselfe his heyres Executors and Administ<sup>rs</sup> covenant  
 promise and grant to and w<sup>th</sup> the said Wiff Boyden his heyres  
 Executors Administrat<sup>rs</sup> and Assignes th<sup>t</sup> he the said Jn<sup>o</sup> Munn now  
 is lawfully and justly possess<sup>d</sup> of a just Title and claime in law of  
 and in the before bargained p<sup>r</sup>misses and has full and absolute  
 power to bargain Sell and assure the Same and th<sup>e</sup> Said p<sup>r</sup>misses  
 now are and forever hereafter Shall be and continue free and freely  
 and clearly acquitted exonerated & dischargd of and from all other [fol. 60]

Liber E bargaines Sales gifts grants bargaines Sales rent charges mortgages Joyntures clames and demandes w<sup>e</sup>ver by him them or any of them had done or comitted or to be done or comitted and the said Jn<sup>o</sup> Munn for himselfe his heyres Executors Administ<sup>rs</sup> and Assignes shall and may by vertue of these p<sup>r</sup>sents from tyme to tyme and at all tymes hereafter for ever quietly peaceably have hould occupy possess and enjoy the said land all and Singular the before bargained premisses w<sup>th</sup> theyre and every of theyre Rights members and ap- purtinances and have rec<sup>d</sup> and taken the Rents and Issues thereof to his and theyre prop<sup>r</sup> use and behoofe forever w<sup>th</sup>out any manner of lett or interrupcion of or by the said John Munn or of or by his heyres Execut<sup>rs</sup> Administrators or any other p<sup>r</sup>son or p<sup>r</sup>sons w<sup>e</sup>ver lawfully claiming from by or any of them or by his theyre or any of theyre meanes or procurem<sup>ts</sup> the Rents and Services w<sup>ch</sup> from henceforth for & in respect of the afore menconed p<sup>r</sup>misses Shall grow due or payable to the cheife Lord or Lords of the fee or fees thereof and respect of his or theyre Signorye or Signoryes onely excepted and it is further Covenanted and agreed th<sup>t</sup> th<sup>e</sup> Said J<sup>no</sup> Munn Shall w<sup>th</sup>in Six monthes after the date hereof at the cost and charge in law of the said Wiff Boyden acknowledge in Court a Fyne as is usuall in the Kingdom of England of the said pcell of land and all other the p<sup>r</sup>misses and the same by the said Fine Shall remise and acquitclaime from him the said Jn<sup>o</sup> Munn his heyres Executors Administrators unto him the said Wiff Boyden his heyres and As- signes forever and the said John Munn doth for himselfe his heyres Executors and Administrat<sup>rs</sup> covenant and grant to and w<sup>th</sup> th<sup>e</sup> said Wiff Boyden that he the said John Munn his heyres Executors and Administrators Shall and will at any tyme or tymes w<sup>th</sup>in Seven yeares next following upon the request and the cost and charge in law of the said Wiff Boyden his heyres Executors make and deliver such assurance or assureances for the p<sup>r</sup>misses as he the said Boyden his heyres or Assignes or any of them or his or theyre or any of there Councell learned in law Shall him the said Munn his heyres Exectors Administrators or Assignes or any of them thereunto required and the said Jn<sup>o</sup> Munn for him his heyres Executors Ad- ministrators and Assignes all and Singular the before bargained p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances and every part and parcell thereof to the said Wiff: Boyden his heyres Execut<sup>rs</sup> Administrators and As- signes to the intent and meaneing aforesaid Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents, in witness whereof the partyes first above menconed have interchangeably Set theyre handes and Seales the day and yeare first above written

Signed Sealed and delivered

Jn<sup>o</sup> Munn his marke *F*

in the p<sup>r</sup>sence of us

Gerrard Browne

Francis Thornton

John Vaudry acknowledges this tract of land unto Jobe Corner Liber E

This Indenture made the eight day of August one thousand Six hundred Seventy and one Betweene Jn<sup>o</sup> Vaudry of the Province of Maryland Planter of the one part and Jobe Corner of Charles County of the other part Witnesseth th<sup>t</sup> the said John Vaudry as well for and considera<sup>o</sup>n of a certaine Sum<sup>e</sup> of tobacco and caske in hand p<sup>d</sup> before the sealeing and delivery hereof by the said Jobe Corner whereof and wherew<sup>th</sup> th<sup>e</sup> said Vaudry doth acknowledge himselfe Satisfyed contented and payd and thereof and every part and parcell thereof doth acquit and discharge the said Jobe Corner his heyres Executors and Administrators and every of them by these p<sup>r</sup>sents and allso for divers other good causes and considera<sup>o</sup>ns thereunto moveing Hath granted bargained Sold assigned S<sup>e</sup>t over and confirmed unto the Said Jobe Corner his heyres Execut<sup>rs</sup> Administrators & Assignes all that parcell of land caled S<sup>t</sup> Nicholas Scituate lyeing and being in Charles County lyeing in the woods on the west side of a fresh runn of Portobacco begining at a bounded oake and runing west for breadth th<sup>e</sup> lenght of one hundred and fifty p<sup>ches</sup> to a bounded oake begining at a bounded oake and runing west w<sup>th</sup> a lyne drawne North from the said oake for the lenght of three hundred and twenty p<sup>ches</sup> to a bounded oake by the North w<sup>th</sup> a lyne drawne east from the end of the former lyne to a bounded Poplar Standing by a fresh runn called S<sup>t</sup> Nicholas Fresh on the east w<sup>th</sup> a lyne drawne South from the said Poplar for the lenght of three hundred and twenty p<sup>ches</sup> to a bounded oake th<sup>t</sup> intersects a paralell lyne drawne from the first bounded oake on the South w<sup>th</sup> the Said paralell lyne lyeing on the back side of the land formerly laid out for Jobe Chandler Esq<sup>r</sup> containeing by estima<sup>o</sup>n three hundred acres be the same more or less now in the Tenure and occupa<sup>o</sup>n of him the Said Jn<sup>o</sup> Vaudry or his assines as by Patent formerly granted unto Ignatius Causine for the same and assigned over from him to th<sup>e</sup> above said Vaudry beareing date the twentyeth day of July 1664 will appeare all and Singular w<sup>ch</sup> Said parcell of land, together w<sup>th</sup> all and Singul<sup>r</sup> the houses buildings Structoryes or Edifices w<sup>soever</sup> thereunto belonging or in any manner of way ap<sup>p</sup>taineing To have and to hold the said parcell and all and Singular the p<sup>r</sup>misses afore men<sup>c</sup>oned to be hereby bargained and Sould w<sup>th</sup> th<sup>e</sup> appurtenances and every part and parcell thereof w<sup>soever</sup> before named or recited unto the said Jobe Corner his heyres Executors Administrators and Assignes for ever yeildeing and payeing yearely the Lord Proprietaryes rent for the said land in manner as is in the Pattent afores<sup>d</sup> express<sup>t</sup> and the said Jn<sup>o</sup> Vaudry for him Selfe his heyres Executors and Administrators doth covenant grant and agree to and w<sup>th</sup> the said Jobe Corner his heyres Execut<sup>rs</sup> administrators and Assignes and every of them by these p<sup>r</sup>sents That he the said Jobe Corner his heyres Executors Administrators and Assignes Shall and may lawfully peaceably and

Liber E  
[fol. 61]

quietly have hould occupie possess and enjoy all and Singular the  
aforesaid p<sup>r</sup>misses by these p<sup>r</sup>sents bargained and Sold and every  
part and parcell thereof w<sup>th</sup> every the Rights members and appurte-  
nances w<sup>th</sup>out the lawfull let Suite evic<sup>ti</sup>on expull<sup>ti</sup>on interrui-  
ti<sup>o</sup>n or demand of or by the Said Jn<sup>o</sup> Vaudry or of or by his  
heyres Execut<sup>rs</sup> or Administrators or any of them or by from or  
under any of theyre Titles Estates meanes or procurem<sup>ts</sup> as also  
acquitted and discharged or within convenient tyme after reasonable  
request made well and Sufficently made and kept harmless of and  
from all manner of former and other bargaines Sales Estates former  
leases Titles Dowes Rightes or Titles of Dowes Joyntures uses  
Intayles Wills Rent charges Rent Services Recognizances Judgm<sup>ts</sup>  
Execu<sup>ti</sup>ons Titles troubles charges and demandes w<sup>so</sup>ever, Had made  
done com<sup>mi</sup>tted or wittingly or willingly Suffred by the Said John  
Vaudry his heyres or Assignes or any of them, or to theyre or any  
of theyre uses or by theyre or any of theyre Titles Estates meanes  
or procurements and the said John Vaudry for him Selfe his heyres  
Executors and Administrators all and Singular the before bargained  
p<sup>r</sup>misses w<sup>th</sup> the appurtenances, And every part and parcell thereof  
unto the said Jobe Corner his heyres Executors and Administ<sup>rs</sup> all  
and Singular the before bargained p<sup>r</sup>misses w<sup>th</sup> theyre appurte-  
nances, and every part and parcell thereof unto the Said Jobe Corner  
his heyres Executors Administrators and Assignes to the intent and  
meaneing aforesaid Shall and will warrant and forever defend by  
these p<sup>r</sup>sents, In Witness whereof I've hereunto Set my hand and  
Seale the day and yeare first above written                      John **IV** Vaudry  
Signed Sealed and delivered    his marke

in the p<sup>r</sup>sence of us  
Thomas Corsler  
Witt Cocken

Charles Hills letter of Attorney to Robert Prouse

Know all men by these p<sup>r</sup>sents that I Charles Hill of New London  
in New England Merch<sup>t</sup> have constituted and appointed my loveing  
Freind M<sup>r</sup> Rob<sup>t</sup> Prowse of new London aforesaid Merch<sup>t</sup> to be my  
true and lawfull Att<sup>y</sup> for me and in my name and to my use to aske de-  
mand recover & receave of all and every p<sup>er</sup>son and p<sup>er</sup>sons inhabiteing in  
Virginia or Maryland all and every Sum<sup>es</sup> of to<sup>b</sup> porke or any other  
goodes or Merchandizes as allsoe to prosecute to effect the law ag<sup>t</sup>  
any p<sup>er</sup>son or p<sup>er</sup>sons indebted farther more I doe impower the said  
prouse to take into his power and managem<sup>t</sup> all that three hundred  
acres of land w<sup>ch</sup> was purchased of George Thompson of Charles  
County in Maryland as p<sup>er</sup> th<sup>e</sup> Pattent of the same may appeare with  
th<sup>e</sup> Cattell left in the handes of Thomas Bassett of Bryttons bay in  
Maryland and the increase thereof and of the Same land and Cattle  
to Sett lett Sell and dispose of as he shall thinke fitt, And w<sup>so</sup>ever

my Said Attorney Shall act or doe either by Sueing psueing releaseng Liber E  
or acquitting any pson to me indebted as allso in the Sales or dis-  
posing of the Said Cattle and land I doe hereby promise to allow of  
and to ratefie and confirme the same as if I were psonally p<sup>r</sup>sent, in  
testimony I have hereunto Sett my hand and Seale the Second of  
July 1668

The Land and Cattle in Maryland I've given M<sup>r</sup> Prouse my  
Share of Charles Hill (locus  
Signed Sealed and delevered Sigilli)  
in the p<sup>r</sup>sence of  
Tho: Foster  
Tho: Maritt

The Court is Adjourned till the Second tuesday in June

William Roswell demandes a writt ag<sup>t</sup> James Mackey in a plea of  
trespas warr<sup>t</sup> to the Sheriffe returnable June the 11<sup>th</sup> 1672:

the w<sup>th</sup>in named James Mackey I've taken and have his body here Sheriffs  
as I am by this writt required Benj<sup>a</sup> Rozer Sheriffe return:

Sam: Cressy demandes a warr<sup>t</sup> ag<sup>t</sup> Edward Price return ut Sup  
The w<sup>th</sup>in Edward Price I've taken as by this writt required Sheriffs  
B Rozer return

Gerrard Browne demandes a writt ag<sup>t</sup> Thomas King, re<sup>t</sup> ut Sup  
The w<sup>th</sup>in named Thomas King I've taken as required Benj<sup>a</sup> Sheriffs  
Rozer She. return

Benj<sup>a</sup> Rozer demandes a writt ag<sup>t</sup> Bryan Co<sup>m</sup>on, return ut Sup:  
the w<sup>th</sup>in named Bryan Common non est inventus, Benj<sup>a</sup> Rozer Sheriffs  
return

Benj<sup>a</sup> Rozer demandes a writt ag<sup>t</sup> Thomas Galley re<sup>t</sup> ut Sup  
cepi corpus Benj<sup>a</sup> Rozer Sheriffe Sheriffs ret.

Benj<sup>a</sup> Rozer demandes a writt ag<sup>t</sup> Jn<sup>o</sup> Walton re<sup>t</sup> ut Sup  
non est inventus Benj<sup>a</sup> Rozer Sheriff Sheriffs ret.

Edward Erebury demandes a writt ag<sup>t</sup> Tho: Hyott re<sup>t</sup> ut Sup  
cepi corpus Benj<sup>a</sup> Rozer Sheriffe Sheriffs ret.

John Munn demandes a writt ag<sup>t</sup> Thomas Allanson, re<sup>t</sup> ut Sup  
cepi corpus Benj<sup>a</sup> Rozer Sheriff Sheriffs ret.

Edward Erebury demandes a writt ag<sup>t</sup> Jn<sup>o</sup> Mould re<sup>t</sup> ut Sup  
cepi corpus Benj<sup>a</sup> Rozer Sheriffe Sheriffs ret.

Benj<sup>a</sup> Rozer demandes a writt ag<sup>t</sup> Fra: Wine re<sup>t</sup> ut Sup  
non est inventus Benj<sup>a</sup> Rozer Sheriff Sheriffs ret.

Benj<sup>a</sup> Rozer demandes a writt ag<sup>t</sup> Henry Hardy re<sup>t</sup> ut Sup  
compounded after the arrest Benj<sup>a</sup> Rozer Sheriff Sheriffs ret.

Benj<sup>a</sup> Rozer demands a writt ag<sup>t</sup> Edmond Lyndsy re<sup>t</sup> ut Sup  
cepi corpus Benj<sup>a</sup> Rozer Sheriffe Sheriffs ret.

Liber E	Benj <sup>a</sup> Rozer demandes a writt ag <sup>t</sup> Geo : Massey reī ut Suḡ
Sheriffs ret	cepi corpus Benj <sup>a</sup> Rozer Sheriff
	Benj <sup>a</sup> Rozer demandes a writt ag <sup>t</sup> Tho : Bayly returñ ut Suḡ
Sheriffs ret.	compounded after the arrest
	Benj <sup>a</sup> Rozer demandes a writt ag <sup>t</sup> John Ashbrook reī ut Suḡ
Sheriffs ret	agreed after arrest Benj <sup>a</sup> Rozer Sheriff
	Benj <sup>a</sup> Rozer demandes a writt ag <sup>t</sup> Ed : Maddox reī ut Suḡ
Sheriffs ret	concordantur
	Tho : Baker demandes a writt ag <sup>t</sup> Kelham Maglouglin reī ut Suḡ
Sheriffs ret	non est inventus
	Hugh Oneal demandes a writt ag <sup>t</sup> Henry Bedford reī ut Suḡ
Sheriffs ret.	concordantur
	Witt hollingsworth demands a writ ag <sup>t</sup> Gerrard Brown reī ut Suḡ
Sheriffs ret.	non est inventus
	Thomas Simpson demandes a writt ag <sup>t</sup> Hugh Macknemara reī
	ut Suḡ
Sheriffs ret.	cepi corpus
	Benj <sup>a</sup> Rozer demandes a writt ag <sup>t</sup> Daniell Browne reī ut Suḡ
Sheriffs ret.	cepi corpus
[fol. 62]	Benj <sup>a</sup> Rozer demands a writt ag <sup>t</sup> Tho : Witter reī ut Suḡ
Sheriffs ret.	cepi corpus
	Nicholas Salsby demandes a writ ag <sup>t</sup> Jn <sup>o</sup> Wheeler reī ut Suḡ
Sheriffs ret.	cepi corpus
	Mathew Hill demands a writt ag <sup>t</sup> John Holmes reī ut Suḡ
Sheriffs ret.	cepi corpus
	Josias Fendall demands a writt ag <sup>t</sup> Jn <sup>o</sup> Lemar reī ut Suḡ
Sheriffs ret	cepi corpus

At a Court held for the Lord Proprietary in Charles County this  
 11<sup>th</sup> of June 1672  
 Com̃ishoners p<sup>t</sup>sent  
 M<sup>r</sup> Thomas Mathewes

M <sup>r</sup> Jn <sup>o</sup> Stone	{ M <sup>r</sup> Joseph Harrison
M <sup>r</sup> Za : Wade	{ M <sup>r</sup> Jn <sup>o</sup> Bowles

George Taylor acknowledges this deed of Sale unto Ralph Shaw in open Court;

This Indenture made the foureth day of June in the fortyeth yeare of the Dominion of Caecillius Annoꝝ Dñi 1672 Betweene George Taylor of Charles County in the Province of Maryland Planter of the one part and Ralph Shaw of the Same County and Province Planter of the other part Witnesseth th<sup>t</sup> th<sup>c</sup> said George



Taylor as well for and in considera<sup>o</sup>n of one gray mare and Colt Liber E  
with one thousand poundes of tobacco in caske to him in hand payd  
by the Said Ralph Shaw the receipt whereof th<sup>e</sup> said George Taylor  
doth hereby acknowledge and whereof and of every part and parcell  
thereof doth acquit and discharge the Said Ralph Shaw his heyres  
Executors and Administrators and every of them by these p<sup>r</sup>sents,  
hath given granted bargained aliend and Sold and by these p<sup>r</sup>sents  
doth give bargainie alien and Sell unto him the said Ralph Shaw  
and his heyres forever all that parcell of land lyeing in th<sup>e</sup> woodes  
on the east Side of Porttobacco Fresh called the new Exchange,  
begining at a marked oake Standing in a valley being one of the  
bound trees of Thomas Husseyes west and by North lyne, from  
thence with a lyne South and by west for one hundred p<sup>ch</sup>es to a  
marked oake from thence with a lyne runing east and by South for  
two hundred and fifty p<sup>ch</sup>es to a marked oake Standing on the  
playne from thence with a lyne runing North and by east untill it  
intersects the west and by North lyne of Thomas Husseyes land  
and Soe along the said lyne west and by North to the first bound  
tree containeing and now laid out for one hundred and fifty acres  
more or less Now in the Ten<sup>u</sup> or occupa<sup>o</sup>n of the Said Taylor or  
his Assignes together w<sup>th</sup> all the houses buildings thereon erected  
Together w<sup>th</sup> all the rights thereunto belonging and also all Pattents  
deedes evidences and writings touching or concerning the Same To  
Have and to Hold the said parcell of land and all and Singular the  
bargained p<sup>r</sup>misses unto him the said Ralph Shaw his heyres or  
Assignes forever, and the said George Taylor for himselfe his heyres  
Executors Administrators doe covenant and grant to and w<sup>th</sup> the said  
Shaw that he the said Taylor the said parcell of land and all other  
the afore bargained p<sup>r</sup>misses unto him the said Shaw Shall and  
will warr<sup>t</sup> and forever defend ag<sup>t</sup> all p<sup>son</sup> or p<sup>sons</sup> w<sup>so</sup>ever, the  
Rents and Services that Shall hereafter becom due to the Lord Pro-  
prietary of this Province or his heyres or Assignes for the Same  
allwayes excepted and foreprized and further th<sup>t</sup> the said George  
Taylor his heyres or Assignes Shall and will from tyme to tyme and  
at all tymes hereafter dureing the Space of Seven yeares at the  
reasonable request and at the propp<sup>r</sup> charge of th<sup>e</sup> said Shaw in the  
law make doe execute and Suffer and cause to be made done executed  
or Suffred to be made done all and every Such farther and other act  
or acts assureance or assureances, requesite in the p<sup>r</sup>misses for the  
better assureing and Sure makeing of the afore bargained p<sup>r</sup>misses  
unto him the said Ralph Shaw his heyres or Assignes forever be it by  
enrollm<sup>t</sup> of these p<sup>r</sup>sents fyne Feofem<sup>t</sup> or otherwise or by any Such  
way or meanes, as by him the said Ralph Shaw his heyres or As-  
signes or his or theyre Councell learned in the law Shall be reasonably

Liber E devised advised or required, In witness whereof the parties have  
Sett theyre handes and Seales the day and above written

Signed Sealed and delivered

Geo: Taylor

in the p<sup>r</sup>sence of

Elinor Taylor

Daniell Russell

Giles Cole

Rob<sup>t</sup> Prouse acknowledges this ensuing Tract of land unto Jn<sup>o</sup>  
Munn conf. 25 acres called the Gift

[fol. 63] This Indenture made the eleventh day of June in the 40<sup>th</sup> yeare  
of Dominion of Caecilius Annoq<sup>ue</sup> Dñi 1672 Betweene Rob<sup>t</sup> Prouse  
of Chingamuxon of Charles County in the Province of Maryland  
of the one part and Jn<sup>o</sup> Munn of the Same County of the other part  
witnesseth th<sup>t</sup> the aforesaid Rob<sup>t</sup> Prouse for and in considera<sup>tion</sup> of a  
certaine Sum<sup>e</sup> of tobacco to him in hand payd the receipt whereof  
the said Rob<sup>t</sup> Prouse doth hereby acknowledge & himselfe fully  
Satisfyed and contented and of every part and parcell thereof doe  
clearly acquitt exonerate and discharge the said Jn<sup>o</sup> Munn his heyres  
Executors Admin<sup>rs</sup> And every of them by these p<sup>r</sup>sents hath given  
granted bargained alyened Sold assigned transferd enfeofeed and  
confirmed and by these p<sup>r</sup>sents doth give grant bargain alyen Sell  
assigne transferr enfeofee and confirm unto the said John Munn  
his heyres and Assignes forever all that parcell or tract of land lying  
Scituate and being in Charles County afores<sup>d</sup> called the Gift lying  
on the north Side of Piscattaway river upon the South Side of a  
creeke in the said River called Chingamuxon Creeke begining at a  
marked oake Standing by the water Side and runing north east up  
the Creeke for breadth one hundred and fifty p<sup>ches</sup> to a marked  
oake the bound tree of John Hatch bounding on the east with the  
land of the said John Hatch for the lenght of three hundred and  
twenty p<sup>ches</sup> on the South w<sup>th</sup> a lyne drawne South west from the  
end of the former, for the length of one hundred and fifty p<sup>ches</sup>  
untill it intersect a paralell drawne for the first marked oake on  
the west w<sup>th</sup> the said paralell, and paralell w<sup>th</sup> the river on the North  
w<sup>th</sup> the Said Creeke one parcell of land formerly by the said Rob<sup>t</sup>  
Prouse Sold to Peter Achilles begining at a bounded red oake on the  
South Side of the said Creeke runing north east up the Creeke for  
the length of twenty five p<sup>ches</sup> to a marked oake the bounded tree  
of John Hatch thence South bounding upon the land of the Said  
John Hatch for the length of three hundred and twenty p<sup>ches</sup> unto  
a bounded oake thence South west twenty five p<sup>ches</sup> untill it com  
to the first bound tree being the value of fifty acres only excepted)  
the land by these p<sup>r</sup>sents bargained and Sold being by estema<sup>con</sup> two  
hundred and fifty acres more or less together w<sup>th</sup> all houses edifices  
buildings orchards Gardens Haukings huntings fishings fowleings  
and all and Singular other appurtenances and priveledges to the Said  
land belonging and ap<sup>p</sup>taineing to have and hold the said land and

p<sup>r</sup>misses w<sup>th</sup> theyre and every of theyre rightes members and appurtenances or priveledges the land above men<sup>c</sup>oned Sold to the said Peter Achilles onely excepted before bargained or by these p<sup>r</sup>sents Sold or hereby intended to be bargained or Sold together w<sup>th</sup> all the preveledges before men<sup>c</sup>oned to him the said John Munn his heyres and Assignes forever and the said Rob<sup>t</sup> Prouse for himselfe his heyres Executors and Administrators doth covenant promise and grant to and w<sup>th</sup> the said John Munn his heyres Executors Administrat<sup>rs</sup> and Assignes that he the Said Rob<sup>t</sup> his heyres Executors and Administrat<sup>rs</sup> the said land and all other the before bargained p<sup>r</sup>misses and every part and parcell thereof w<sup>th</sup> theyre and every of theyre Rights members and appurtenances to him the said John Munn his heyres Executors Administrators and Assignes to the use above men<sup>c</sup>oned ag<sup>t</sup> him the said Prouse his heyres Executors and Administrat<sup>rs</sup> and ag<sup>t</sup> all other p<sup>r</sup>son w<sup>e</sup>ever Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents the Rents and Services w<sup>ch</sup> hereafter Shall grow due and payable to the Lord or Lords of the Fee or Fees for or in respect of his or theyre Seignory or Seignories onely excepted and foreprized moreover the said Rob<sup>t</sup> Prouse doth covenant promise and grant to and w<sup>th</sup> the s<sup>d</sup> John Munn his heyres Executors & Admin<sup>rs</sup> and every of them that he the said Rob<sup>t</sup> Prouse his heyres Executors and Administrators Shall at any tyme w<sup>th</sup>in Seven yeares after the date of these p<sup>r</sup>sents at th<sup>e</sup> request and at the cost and charge in law of him the Said Jn<sup>o</sup> Munn his heyres or Assignes make Seale and deliver unto the s<sup>d</sup> John Munn his heyres Execut<sup>rs</sup> Administ<sup>rs</sup> and Assignes Such farther assureance and assureances as he the said Jn<sup>o</sup> Munn his heyres Executors Admin<sup>rs</sup> or Assignes or his or theyre Councell learned in the law Shall devise or him the said Prouse his heyres Execut<sup>rs</sup> and Administrators or any of them thereunto reasonably required In witness whereof the parties above named to these p<sup>r</sup>sent Indentures have sett theyre handes and Seales th<sup>e</sup> day and yeare first above men<sup>c</sup>oned

Signed Sealed & delivered

John Munn

in the p<sup>r</sup>sence of us

Thomas Allanson

Henry Asspinoll

Henry Aspinoll and Thomas p<sup>r</sup>ferrs this agreem<sup>t</sup> to th<sup>e</sup> Co<sup>m</sup>ishoners, and craves th<sup>t</sup> it may entred upon reccord

Memorandum whereas by a Conveyance beareing date the 9<sup>th</sup> of June 1671 of a parcell of land containeing two hundred Sold by Thomas Allanson of Charles County Gent unto Walter Pake of S<sup>t</sup> Maryes County his heyres and Assignes to have and hold forever w<sup>ch</sup> Said land the Said Pake hath given invested and Settled and Sold unto Henry Aspinoll of Charles County him his heyres and Assignes forever it w<sup>ch</sup> Said Conveyance it's Said runing East three hundred and twenty p<sup>r</sup>ches but to noe p<sup>r</sup>ticular boundes, therefore it is now

Liber E agreed betweene both the abovesaid partyes Thomas Allanson and Henry Aspinoll that the said lands boundes Shall reach unto a bounded Pickickory tree Standing in the deep branch and thence due North to a bounded white oake Standing by Mattawoman or S<sup>t</sup> Thomas Creeke w<sup>ch</sup> Said Division wee doe both agree Shall be the boundes of the said land forever to w<sup>ch</sup> agreem<sup>t</sup> we have Sett our hands and Seales this eleventh day of May one thousand Six hundred Seventy and two:

Testibus Rob <sup>t</sup> Prouse	Tho: Allanson	(locus Sigilli)
Ed: Price	Hen: Aspinoll	(locus Sigilli)

[fol. 64] This Indenture is acknowledged to Geo: Godfrey by Joseph Harrison

This Indenture made the eleventh day of June in the yeare of our Lord one thousand Six hundred Seventy two Betweene Joseph Harrison and Stephen Mountague of Charles County in the Province of Maryland Gen<sup>r</sup> Executors of th<sup>e</sup> last will and Testament of Richard Randall deceased of the one part and George Godfrey of the same County and Province of the other part, Witnesseth that they the said Joseph Harrison and Stephen Mountague according to the Teñor and true meaneing of the said last will and Testament and in consideraçon of the Summe of twelve thousand poundes of tobacco and caske to them in hand paid by the said George Godfrey th<sup>e</sup> receipt whereof the said Joseph Harrison and Stephen Mountague doe hereby acknowledge and confess and thereof and of part and parcell thereof doe hereby absolutely and clearely exonerate and acquit the said George Godfrey his heyres and Assignes Have bargained Sold and confirmed and by these p<sup>r</sup>sents doe fully clearely and absolutely bargain Sell and confirm unto th<sup>e</sup> Said Joseph Harrison and Stephen Mountague his heyres and Assignes forever a parcell or Tract of land a parcell or tract of land being part of that tract of land called Troopes Rendevous Scituat lyeing and being on the east Side of the fresh of Avon river formerly called Nangemy Creeke joyneing to the land of Andrew Watsons and Edward Deane Beginning at a bounded Oake the eastermost bound Tree of Andrew Watson runing thence North two hundred and fifty pches to a bounded white oake thence East one hundred and Sixty pches to a bounded red oake Standing on a hill thence South two hundred and fifty pches to a bounded red oake bounding upon Garrat Synnet thence west one hundred and Sixty pches to the first bound tree containeing two hundred and fifty acres more or less together with all and Singular the Rights Members profitts and appurtenances together with all and Singular the houses buildings Edifices orchards gardens lands Tenem<sup>ts</sup> feedings pastures woods underwoods wayes profitts comodetyes and appurtenances w<sup>so</sup>ever unto the said land and p<sup>r</sup>misses or to any

part or parcell thereof in any wise appertaining as also all the estate right Title Interest use pro<sup>p</sup>ty claime and demand of them the Said Joseph Harrison and Stephen Mountague of in or to the same as also all the estate right Title or Interest of them the said Joseph Harrison and Stephen Mountague of in or to the Same as also all deeds writings and evidences w<sup>t</sup>soever touching or concerneing the p<sup>r</sup>misses or any part or parcell thereof To Have or to Hold the aforesaid land and p<sup>r</sup>misses with the appurtenances unto the said George Godfrey his heyres or Assignes forever and they the said Joseph Harrison and Stephen Mountague doe for themselves theyre heyres Executors and Admini<sup>rs</sup> covenant promise and grant to and w<sup>th</sup> the Said George Godfrey his heyres Executors Administrators and Assignes that they they the said Joseph Harrison and Stephen Mountague now are lawfully and fully possessed of a good and Just Title in law of and in the before bargained p<sup>r</sup>misses and have full and absolute power to bargain and Sell the Same, and that the Said p<sup>r</sup>misses now are and ever Shall be and continue free and cleere and freely and clearly acquitted exonerated and discharged of and from all other bargaines Sales Grants mortgages rents arrearages of rents rent charges Joyntures Dowes rights claimes or demandes of any p<sup>er</sup>son or p<sup>er</sup>sons w<sup>t</sup>soever formerly had done or comitted or to be had done or comitted And the Said Joseph Harrison and Stephen Mountague for themselves theyre heyres Execut<sup>rs</sup> and Administrators doe covenant promise and grant to and w<sup>th</sup> the said George Godfrey his heyres Executors Admin<sup>rs</sup> and Assignes that he the said George Godfrey his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes and every of them Shall and may by force and virtue of these p<sup>r</sup>sents from tyme to tyme and forever hereafter lawfully peaceably and quietly have hold use occupye possess and enjoy the said land and p<sup>r</sup>misses w<sup>th</sup> the appurtenances and have receive and take the rents Issues and proffitts thereof to his and theyre owne proper use and behoofe w<sup>th</sup>out any manner of let trouble evic<sup>ti</sup>on or interrump<sup>ti</sup>on of or by them the said Joseph Harrison and Stephen Mountague theyre heyres Executors Admini<sup>rs</sup> or Assignes or any of them or of any other p<sup>er</sup>son or p<sup>er</sup>sons w<sup>t</sup>soever lawfully claymeing the same from by or under them or any of them or by theyre or any of theyre meanes or procurem<sup>t</sup> the rents and Services w<sup>ch</sup> from henceforth shall grow due and payable for the same to the cheife Lord or Lordes of the fee or fees thereof for and in respect of his or theyre Seignorye or Seignoryes onely excepted and foreprized and the said Joseph Harrison and Stephen Mountague for themselves theyre heyres Execut<sup>rs</sup> and Administ<sup>rs</sup> doe covenant and promise to and with the said Geo: Godfrey his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> that they the said Joseph Harrison and Stephen Mountague theyre heyres Execut<sup>rs</sup> and Administ<sup>rs</sup> Shall and will at any tyme w<sup>th</sup>in Seven yeares next followeng at the request and at the Cost and charge in law of the said Geo: Godfrey his heyres Execut<sup>rs</sup> Ad<sup>rs</sup> and Assignes make Sale and deliver such farther

Liber E

**Liber E** assurance or assureances for the said p<sup>r</sup>misses as he the Said Geo Godfrey his heyres or Assignes or any of them or his or theyre Councell learned in the law Shall the said Joseph Harrison and Stephen Mountague theyre heyres Executors & Adm<sup>rs</sup> or any of them thereunto require and the said Joseph & Stephen for themselves theyre heyres Execut<sup>rs</sup> and Adm<sup>rs</sup> the before bargained p<sup>r</sup>misses w<sup>th</sup> the appurtenances unto the George Godfrey his heyres Executors Administ<sup>rs</sup> and Assignes to the intent and meaneing aforesaid Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents, In witness whereof th<sup>e</sup> partyes abovesaid have in<sup>t</sup>changeable Set theyre handes and Seales th<sup>e</sup> day and yeare first above said

Signed Sealed & delivered	Joseph Harrison	(locus
in the p <sup>r</sup> sence of		Sigilli)
Owen Jones	Stephen Mountague	(locus
Geo: Langham		Sigilli)

Richard Chapman acknowledges this ensuing Conveyance unto Tho: Craxon in open Court

This Indenture made this eleventh day of June in the yeare of our Lord one thousand Six hundred Seventy and two, Betweene Richard Chapman of Charles County in the province of Maryland of the one part and Thomas Craxon of the Same County and province of the other part witnesseth th<sup>t</sup> the said Richard Chapman as well for and in considera<sup>o</sup>n of the Su<sup>m</sup>e of Three thousand poundes of tobacco and caske by the said Thomas Craxon before the ensealeing and delivery of these p<sup>r</sup>sents to him th<sup>e</sup> Said Richard Chapman in hand payd the receipt whereof he doeth hereby acknowledge and confess and thereof and of every part and parcell thereof doth acquitt and release the Said Thomas Craxon his heyres and Assignes, Hath given granted bargayned and Sold remised released quitt clame and confirmed, and by these p<sup>r</sup>sents doth give grant bargaine Sell and confirm unto the s<sup>d</sup> Craxon his heyres & Assignes

[fol. 65] forever all his right Title Interest claime or demand of in or to one tract or parcell of land called Byfeild Close Sold by Giles Glover unto the Said Craxon and Richard Chapman lyeing on the East Side of Avon River in Charles County containeing one hundred and fifty acres more or less being butted and bounded as by a Pattent granted unto Jeremiah Dikeson rela<sup>o</sup>n thereunto being had may more at large appear together w<sup>th</sup> all houses Edifices buildings barnes Stables gardens orchards yarges backsides easments lands Tenem<sup>ts</sup> medowes feedings pastures woods underwoods wayes p<sup>r</sup>fitts co<sup>m</sup>ode-tyes hereditam<sup>ts</sup> and appurtenances w<sup>so</sup>ever to the said land and p<sup>r</sup>misses or to any part or parcell thereof belonging or in any way appertaineing as allso all the Estate right Title Intrest use p<sup>r</sup>pty clayme or demand of him the said Richard Chapman his heyres or Assignes of in or to the Same as allso all deeds writings and evidences touching or concerning the p<sup>r</sup>misses or any part or parcell

thereof To have and to hold The aforesaid pcell of land and all and Singular other the p<sup>r</sup>misses w<sup>th</sup> their and every of theyr Rights members and appurtenances w<sup>s</sup>soever unto the s<sup>d</sup> Thomas Craxon his heyres and Assignes forever and the said Richard Chapman doth for himselfe his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> covenant promise grant and agree to and w<sup>th</sup> the said Thomas Craxon his heyres Executors Administrators and Assignes that the said p<sup>r</sup>misses now are and ever Shall be and continue free and clear and freely & clearly acquitted exonerated and discharged of and from all and Singular other bargaines Sales gifts grants leases Rents arreareages of Rents mortgages dowers Rights and Titles of Dowers claimes or demands as well of Barbara the wife of the said Richard Chapman as of any other pson or psons w<sup>s</sup>soever formerly had done or comitted or to be had done or comitted and the said Richard Chapman for himselfe his heyres Executors Administrators and Assignes doth Covenant promise grant and agree to and w<sup>th</sup> the said Craxon his heyres Execut<sup>rs</sup> Administrators and Assignes and every of them by these that he the said Craxon his heyres Executors and Administrators and every of them Shall and may by force and virtue of these p<sup>r</sup>sents from tyme to tyme and at all tymes hereafter lawfully peaceably and quietly have hold use occupie possess and enjoy the said land and all and Singular the p<sup>r</sup>misses before granted w<sup>th</sup> theyre and every of theyre Rights members and appurtenances and have receive the Rents issues and proffitts thereof to his and theyre owne p<sup>p</sup> use and behoofe w<sup>th</sup>out any manner of let eviccon or trouble of or by the said Richard Chapman his heyres Executors Administrators or Assignes or any of them or any other pson w<sup>s</sup>soever lawfully claimeing the same from by or under him them or any of them or by his theyre or any of theyre procurem<sup>ts</sup> the Rents and Services w<sup>ch</sup> from henceforth for and in respect of th<sup>e</sup> afore menconed p<sup>r</sup>misses hereby sold Shall grow due unto the cheife Lord or Lord of the fee or fees thereof for and in respect of his or theyre Seignory or Seignories onely excepted and foreprized and the said Richard Chapman for himselfe his heyres Executors Administrators and Assignes doth farther Covenant & promise to & w<sup>th</sup> the said Craxon his heyres Execut<sup>rs</sup> Administrators and Assignes That he the said Chapman his heyres Executors Administrators or Assignes Shall and will at tyme or tymes w<sup>th</sup>in Seven yeares next following upon the request and at the cost and charge in law of the said Thomas Craxon his heyres or Assignes make Seale and deliver such farther assurance or assurances for th<sup>e</sup> said Craxon his heyres or Assignes or any of them or any of theyre counsell learned in the law Shall him th<sup>e</sup> said Richard Chapman his heyres Executors or Admin<sup>rs</sup> or any of them thereunto require, And the said Richard Chapman for himselfe his heyres Executors Administrat<sup>rs</sup> & Assignes all & Singular the before bargained p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances and every part and parcell thereof unto the said Thomas Craxon his heyres Execut<sup>rs</sup> Ad-

Liber E

Liber E ministrators and Assignes to the intent and meaneing aforesaid shall  
 and will warrant and forever defend by these p<sup>s</sup>ents In witness  
 wetness whereof the partyes have in<sup>ch</sup>angeably Set theyre hands  
 and Seales first above written Rich<sup>d</sup> Chapman (locus  
 Signed Sealed and delivered Sigilli)  
 in th<sup>e</sup> p<sup>s</sup>ence of  
 Stephen Mountague  
 Jn<sup>o</sup> Godshall

Edward Price acknowledges this ensuing Conveyance to Jn<sup>o</sup>  
 Munn

[fol. 66] This Indenture made this ninth of June Annoq<sup>o</sup> Dñi 1671 Between  
 Edward Price of Charles County in the Province of Maryland  
 Planter of the one part and Jn<sup>o</sup> Munn of the same County & Prov-  
 ince Witnesseth th<sup>t</sup> th<sup>e</sup> said Edward Price as well for and in con-  
 sidera<sup>o</sup>n of five hundred acres of Land lyeing at at the head of  
 Piscattaway Creeke called by th<sup>e</sup> name of the locus Thickett as allso  
 for divers good causes and considera<sup>o</sup>ns him hereunto moveing  
 hath bargained Sold assigned and Sett over & confirmed and by these  
 p<sup>s</sup>ents doth fully bargaine Sell assigne and sett over and confirm  
 unto the said John Munn his heyres and Assignes forever all th<sup>t</sup>  
 parcell of land called Shrewsbury lyeing and being in th<sup>e</sup> north Side  
 of Piscattaway river and on the South Side of a Creeke in the said  
 river called Chinkamuxon Creeke begining at a bounded oake th<sup>e</sup>  
 bound tree of the land formerly laid out for John Hatch and runing  
 east up the said Creeke th<sup>e</sup> length of one hundred and fifty p<sup>ch</sup>es  
 to a bounded oake Standing in the exterior lyne formerly laid  
 out for Thomas Allanson and now in the possession of Walter Pake  
 bounding on the east by a lyne drawne South from the said oake  
 one hundred and sixty perches to a bounded Pickickory Standing  
 neare the land formerly laid out for Jeremiah Frost and now in  
 th<sup>e</sup> possession of John Car on the south by a lyne drawne west from  
 thence a former lyne to the land of John Hatch afores<sup>d</sup> on the west  
 w<sup>th</sup> the said land on the north w<sup>th</sup> the said Creeke and the first  
 east lyne conf<sup>d</sup> and now layd out for one hundred and fifty acres  
 more or lesse w<sup>th</sup> all and Singular the houses pastures buildings feed-  
 ings wayes woods underwoods profitts comodetyes and appurte-  
 nances the said p<sup>m</sup>isses or any part or parcell thereof belonging  
 or any way appertaineing To have and to hold, the aforesaid land  
 and all and Singular the p<sup>m</sup>isses before granted bargained and  
 Sold w<sup>th</sup> theire and every of theyre Rights members and appurte-  
 nances w<sup>so</sup>ever unto the said Jn<sup>o</sup> Munn his heyres and Assignes  
 forever from him the said Edward Price his heyres Execut<sup>rs</sup> and  
 Administrators and the said Edward Price doth for himselfe his  
 heyres Executors & Administrators doth covenant promise grant and  
 agree to and w<sup>th</sup> the said John Munn his heyres Executors Ad-  
 ministrators and Assignes th<sup>t</sup> the p<sup>m</sup>isses now are and forever



after Shall be continue free and freely and clearly acquitted exonerated and discharged of and from all and Singular other bargaines bargaines Sales gifts grants leases Rents arreareages of Rents Rent charges Mortgages Joyntures Dowes clames demandes and incumbrances w<sup>soever</sup> ag<sup>t</sup> him them or any of them formerly had done or comitted or to be had done or comitted and the said Edward Price for himsef his heyres executors and Administrators the aforesaid parcell of land and all and Singular other the p<sup>r</sup>misses before granted bargained and Sold w<sup>th</sup> the appurtenances unto the said Jn<sup>o</sup> Munn his heyres Executors and Assignes forever ag<sup>t</sup> him the said Edward Price his heyres Executors and Admin<sup>rs</sup> against all and every of them lawfully claimeing from by or under him them or any of them Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents and the said Edward Price doth for himsef his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> Covenant promise and grant to and w<sup>th</sup> the said Jn<sup>o</sup> Munn his heyres & Assignes and every of them Shall and may by force and virtue of these p<sup>r</sup>sents lawfully peaceably and quietly have hold occupye possess and enjoy the said land and all and Singular the p<sup>r</sup>misses w<sup>th</sup> theyre & every of theyre Rights members and appurtenances and have and receave and take th<sup>e</sup> rents and proffitts thereof to his and theyre owne prop<sup>r</sup> use and behoofe without any manner of lett trouble evic<sup>con</sup> or interrup<sup>con</sup> of or by the said Edward Price his heyres Executors Administrators and Assignes or any of them the Rents and Services w<sup>ch</sup> from henceforth from tyme to tyme and at all tymes forever hereafter Shall grow due and payable to the Cheife Lord or Lords of the fee or fees thereof for and in respect of theyre Seignorye or Seignories onely excepted and foreprized In witness hereof the partyes aforesaid to these Indentures Interchangeably have Sett theyre hands and Seales the day and yeare above written

Edward Price (locus  
Signed Sealed & delivered Sigilli)

in the p<sup>r</sup>sence of us

Tho: Allanson

Ed: Maddock

Rob<sup>t</sup> Prouse his 1<sup>re</sup> of Attorney to Sam: Cressy to acknowledge a tract of Land unto Peter Achilles

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Robert Prowse of Charles County in the Province of Maryland have constituted ordained and appoynted and by these p<sup>r</sup>sents doe ordaine constitute and appoynt Sam: Cressy of the Same County and Province my true and lawfull Attorney for me and in my name to acknowledge to Peter Achilles of the same County a parcell of land formerly Sold to the said Peter and by Conveyance assured to the said Peter as by the said Conveyance it may appeare, giveing unto my said Attorney full power and Authorety to act and doe in and concerning the p<sup>r</sup>misses as farr forth as I might doe if p<sup>r</sup>sonally p<sup>r</sup>sent ratifyeing and by these

Liber E p'sents obligeing myselfe to ratefie and allow of w<sup>t</sup>soever my Said Attorney Shall doe in and concerning the p'misses as if done by myselfe or I were there p'sent In witness whereof I have hereunto Set my hand and Seale this 21<sup>th</sup> of September 1671:

Signed Sealed and delivered Robert Prouse (locus  
in the p'sence of us Sigilli)  
Jn<sup>o</sup> Glover  
Mary X Dorsons marke

Rob<sup>t</sup> Prouse acknowledgeth this ensuing Conveyance unto Peter Achilles

[fol. 67] This Indenture made the 9<sup>th</sup> day of July in th<sup>e</sup> xxxviii<sup>th</sup> yeare of the Dominion of Caecilius Annoq<sup>ue</sup> Dñi one thousand Six hundred & Seventy one Betweene Rob<sup>t</sup> Prouse of Charles County planter of the one part and Peter Achilles of the same County planter of the other part Witnesseth that the said Robert Prouse for and in considera<sup>o</sup>n of a valueable considera<sup>o</sup>n to him in hand payd and before the ensealing and delivery of these p'sents by the said Peter Achilles well and truely made the receipt whereof he the said Robert Prouse doeth hereby acknowledge himselfe fully Satisfyed and paid and thereof and of every part and parcell thereof doeth clearely acquitt exonerate and discharge the Said Peter Achilles his heyres Executors and Administrators forever by these p'sents hath given granted bargained aliened and Sold enfeofeod & confirmed unto the said Peter his heyres and Assignes forever all that parcell of land Standing on the North Side of Piscattaway River begining at a bounded red oake Standing one the south Side of a Creek of the Said River called Chinkamuxon Creeke runing up the Creeke north east for the length of twenty five pches to a marked oake the bound Tree of Jn<sup>o</sup> Hatch thence south bounding bounding upon the land of the said Hatch for the length of three hundred and twenty pches to a bounded oake thence south west twenty five pches untill it com to the first bound tree containeing and now laid out for fifyt acres more or less the land was formerly taken up by George Thompson and called by the name of the gift the Patent beareing date the twentyeth day of July 1664 and now in the possession of Rob<sup>t</sup> Prouse together w<sup>th</sup> all rights members and appurtenances w<sup>t</sup>soever unto the same belonging To have and to hold the s<sup>d</sup> parcell of land and all other the bargained p'misses hereby bargained and Sold w<sup>th</sup> theyre rights members and appurtenances w<sup>t</sup>soever unto the said Peter Achilles his heyres and Assignes forever and the said Rob<sup>t</sup> Prouse for himselfe his heyres Execut<sup>rs</sup> and Administrators the said parcell of land and all and Singular the bargained p'misses before granted and w<sup>th</sup> the appurtenances thereunto belonging unto the said Peter Achilles his heyres and Assignes forever, and the said Robert Prouse for himselfe his heyres and Assignes and all and every other pson and psons shall and will warr<sup>t</sup> and defend by these p'sents and the

said Robert Prouse for himselfe his heyres Executors and Administrators doe grant promise and agree to & with the said Peter Achilles his heyres Executors or Administrators and every of them in manner and forme followeing that is to say the said Peter Achilles is to free and freely and clearely acquitted exonerated and discharged or otherwise from tyme to tyme well and Sufficently Saved and kept harmlesse by th<sup>e</sup> said Rob<sup>t</sup> Prouse his heyres Executors and Administrators of and from all other debts gifts grants bargaines Sales leases Mortgages and all other incumbrances w<sup>h</sup>soever had made comitted or done by the said Rob<sup>t</sup> Prouse his heyres or Assignes or any other p<sup>er</sup>son or p<sup>er</sup>sons w<sup>h</sup>soever Rents w<sup>ch</sup> from henceforth Shall become due to the Cheife Lord of the Seignorie onely excepted and foreprized, and farther the said Rob<sup>t</sup> Prouse for himselfe his heyres Executors and Administrators Shall and will from tyme to tyme and at the reasonable request and at the prop<sup>er</sup> cost and charge of him the said Peter Achilles his heyres and Assignes make doe acknowledge execute and Suffer all and every Such further lawfull and reasonable act and acts thing and things assurance and assureances in the law w<sup>h</sup>soever for the better and more p<sup>er</sup>fect and assurance and conveying all and Singular the before hereby granted p<sup>er</sup>misses w<sup>th</sup> the Rights members and appurtenances unto the said Peter Achilles his heyres and Assignes forever, In witness whereof the p<sup>er</sup>tayes above men<sup>tioned</sup> have interchangeably set theyre Set theyre handes and Seales the day and yeare first above written

Signed Sealed and delivered

in the p<sup>re</sup>sence of us

Geo: Hinson

Geo: Magmillion

Robert Prouse (locus  
Sigilli)

Peter Achilles (locus  
Sigilli)

The Court is adjourned till the 2<sup>d</sup> tuesday in August:

Nicholas Salsby demandes a writt ag<sup>t</sup> Jn<sup>o</sup> Hill of a plea of trespas on the case warr<sup>t</sup> to the Sheriffe return August the 13<sup>th</sup> 1672  
cepi corpus

Sheriffs ret:

George Holmes demandes a writt ag<sup>t</sup> John Grub: warr<sup>t</sup> to the She: re<sup>l</sup> ut Su<sup>p</sup>  
non est inventus

Sheriffs ret:

Nich<sup>l</sup> Salsby demandes a writt ag<sup>t</sup> Hen: Bonner warr<sup>t</sup> to the S: re<sup>l</sup> ut Su<sup>p</sup>  
non est inventus

Sheriffs ret:

Barnard Hamy demandes a writt ag<sup>t</sup> Will Boyden, warr<sup>t</sup> to the Sheriffe re<sup>l</sup>. ut Su<sup>p</sup>  
non est inventus

Sheriffs ret.

Sam: Cressy demandes a warr<sup>t</sup> ag<sup>t</sup> John Waters, warr<sup>t</sup> to th<sup>e</sup> Sheriffe re<sup>l</sup>. ut Su<sup>p</sup>

- Liber E Jn<sup>o</sup> Grub demandes a replevin ag<sup>t</sup> Jn<sup>o</sup> Kimborough: warr<sup>t</sup> to th<sup>e</sup>  
Sheriffe ut Su<sup>p</sup>
- Sheriffs ret. concordantur
- Rob<sup>t</sup> Cossleton demandes a writt ag<sup>t</sup> Wiff Gather, warr<sup>t</sup> to th<sup>e</sup>  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Edmond Lyndsy demandes a writt ag<sup>t</sup> Jn<sup>o</sup> Waters, warr<sup>t</sup> to th<sup>e</sup>  
Sheriff re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffes ret. non est inventus,
- Wiff Boreman demandes a writt ag<sup>t</sup> Rob<sup>t</sup> Cady warr<sup>t</sup> to th<sup>e</sup>  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. non est inventus,
- Thomas Price demandes a writt ag<sup>t</sup> James Neale Sen<sup>r</sup>; warr<sup>t</sup> to  
th<sup>e</sup> Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. cepi corpus
- Henry Moore demands a writt ag<sup>t</sup> Peter Reneare; warr<sup>t</sup> to the  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. non est inventus;
- Nich Salsby demands a writt ag<sup>t</sup> David Steward, warr<sup>t</sup> to the  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. non est inventus
- John Bissick demandes a writt ag<sup>t</sup> Henry Bonner; warr<sup>t</sup> to the  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. cepi corpus
- Sam: Fendall demandes a writt ag<sup>t</sup> Hen: Bonner, warr<sup>t</sup> to the  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. concordantur
- Richard Ambrose demands a writt ag<sup>t</sup> Rob<sup>t</sup> Cady; warr<sup>t</sup> to th<sup>e</sup>  
Sheriffe re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. cepi Corpus
- Francis Wine demandes a writt ag<sup>t</sup> Stephen Mountague, warr<sup>t</sup>  
to th<sup>e</sup> Sh: re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. cepi Corpus:
- Edward Fullser demands a writt ag<sup>t</sup> Kelham Maglouglin, warr<sup>t</sup>  
to the Sh: re<sup>t</sup>. Su<sup>p</sup>
- She: ret cepi corpus
- Roger Dikeson demandes a writt ag<sup>t</sup> Japhet Griffin; warr<sup>t</sup> to the  
She: re<sup>t</sup>. ut Su<sup>p</sup>
- She: ret. cepi corpus
- Jn<sup>o</sup> Wheeler demandes a writt ag<sup>t</sup> Nich Salsby: warr<sup>t</sup> re<sup>t</sup>. ut Su<sup>p</sup>
- Sheriffs ret. cepi corpus
- Sam: Cressy demandes a writt ag<sup>t</sup> Sam: Harsnett warr<sup>t</sup> re<sup>t</sup>. ut Su<sup>p</sup>
- She: ret. non est inventus

Nich Salby demands a writt ag <sup>t</sup> Rob <sup>t</sup> Downes, warr <sup>t</sup> re <sup>f</sup> . ut Su <sup>p</sup> cepi corpus	Liber E She: ret.
Sam: Cressy demands a writt ag <sup>t</sup> Rob <sup>t</sup> Cady; warr <sup>t</sup> re <sup>f</sup> ut Su <sup>p</sup> cepi corpus	She: ret.
Barnard Hamy demands a writt ag <sup>t</sup> Ann Fowke; warr <sup>t</sup> re <sup>f</sup> . ut Su <sup>p</sup> cepi Corpus	Sh: ret.
Tho: Mathewes demandes a writt ag <sup>t</sup> Jn <sup>o</sup> Wharton warr <sup>t</sup> re <sup>f</sup> . ut Su <sup>p</sup> non est inventus	Sh: ret.
John Wheeler Sen <sup>r</sup> demandes a writt ag <sup>t</sup> Nich Salby warr <sup>t</sup> return <sup>e</sup> ut Su <sup>p</sup> cepi corpus	Sh: ret.
Jn <sup>o</sup> Cox demands a writt ag <sup>t</sup> Francis Kilborne & Eliz <sup>a</sup> his wife, warr <sup>t</sup> re <sup>f</sup> . ut Su <sup>p</sup> cepi corpus	Sh: ret.
Tho: Baker demands a writt ag <sup>t</sup> Rob <sup>t</sup> Cady; warr <sup>t</sup> to the She: re <sup>f</sup> . ut Su <sup>p</sup> cepi corpus	She: ret.
Charles Cooper demandes a writt ag <sup>t</sup> Rob <sup>t</sup> Thompson: warr <sup>t</sup> to the Sh: re <sup>f</sup> . ut Su <sup>p</sup> cepi Corpus	She: ret
Sam: Cressy demandes an execu <sup>c</sup> on ag <sup>t</sup> Tho: Warner: warr <sup>t</sup> re <sup>f</sup> ut Su <sup>p</sup> levyed by way of execu <sup>c</sup> on as required	She: ret
Sam: Cressy demandes an execu <sup>c</sup> on ag <sup>t</sup> ditto Warner; warr <sup>t</sup> re <sup>f</sup> ut Su <sup>p</sup> executed as required	She: ret

Att A Court held in Charles County for th<sup>e</sup> L<sup>d</sup> Proprietary this  
13<sup>th</sup> day of August 1672  
Comishoners p<sup>r</sup>sent  
M<sup>r</sup> Henry Adams  
M<sup>r</sup> Thomas Mathewes } M<sup>r</sup> John Stone  
M<sup>r</sup> Zachary Wade } M<sup>r</sup> Jn<sup>o</sup> Bowles

In a certain matter of difference depending betweene Nicholas Salby pl<sup>t</sup> and John Wheeler Def<sup>t</sup> the pl<sup>t</sup> p<sup>r</sup>ferrs this ensueing declaracion: and whereupon the said Nicholas Salsby by his Att<sup>r</sup>. Sam: Cressy complayneth ag<sup>t</sup> the said Wheeler and Sayth that he the said Nicholas on th<sup>e</sup> Sixth day of February and in th<sup>e</sup> fortyeth yeare of the Dominion of Caecilius Annoq<sup>ue</sup> Dñi 1671 at the Speciall instance and request of him the said Jn<sup>o</sup> Wheeler did administer divers and Sundry p<sup>r</sup>cells of phisicke and attended on the said Wheeler Seven dayes as p<sup>r</sup> a p<sup>r</sup>ticular account in Court produced rela<sup>c</sup>on being there-

**Liber E** unto had more playnely may appeare in all amounting to the Sume of eleven hundred & Seventy two pounds of tobacco now Soe it is th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> th<sup>e</sup> s<sup>d</sup> quantity of 1172 poundes of tobacco to the said Nicholas has not Satisfyed although often thereunto required, but doth refuse to pay th<sup>e</sup> same whereupon th<sup>e</sup> s<sup>d</sup> Nich<sup>i</sup> Sayeth th<sup>t</sup> he hath loss & is damnefyed to the value of 1500 poundes of tob<sup>o</sup> and thereupon he brings his Suite

The said Salsby produceth this ensueing acco<sup>t</sup>

Feb <sup>r</sup> th <sup>e</sup> 6: To a cordiall bolus.....	00040
To ditto .....	00040
To 3 pills.....	00036
To a restringent cordiall glister.....	00040
To a cordiall bolus.....	00040
To Epispaticks to his Necke.....	00020
To a usuall apperitive drinke.....	00080
To a restringent Glister.....	00040
To a cordiall.....	00030
To a glister.....	00040
To a bolus.....	00030
To a cordiall.....	00080
To a glister.....	00040
To a bolus.....	00030
To a cordiall.....	00080
To a cordiall bolus.....	00030
To a doze of pills.....	00036
To a bolus.....	00030
To ditto .....	00040
To ditto .....	00030
To 7 dayes att: at 5 p̄ diem.....	00350

01170

[fol. 69] Kelham Maglouglin Sworne in th<sup>e</sup> behalfe of th<sup>e</sup> Df<sup>t</sup> and declares th<sup>t</sup> in Spring last he heard Nich<sup>i</sup> Salsby demand 12 hundred poundes of tob<sup>o</sup> of John Wheeler and th<sup>e</sup> Said Wheeler answered him th<sup>t</sup> it was to much and at the same tyme proferd him eight hundred poundes of tob<sup>o</sup> and allso requested Salby to Shew him his acco<sup>t</sup> and he refused it;

The oath of Ralph Coates who was Sworn in th<sup>e</sup> behalfe of th<sup>e</sup> Def<sup>t</sup> who declares th<sup>t</sup> Some tyme in Aprill last past Nich<sup>i</sup> Salby came to th<sup>e</sup> house of the said Wheeler and haveing Some wordes of controversy th<sup>e</sup> Said Nich<sup>i</sup> demanded 12 hundred p<sup>ds</sup> of tob<sup>o</sup> and th<sup>e</sup> said Wheeler demanded his accōpt and the Said Salby refused, and th<sup>e</sup> said Wheeler answered he would not pay it w<sup>th</sup>out a p̄ticular acc<sup>t</sup> & farther sayes not,

hereupon th<sup>e</sup> p<sup>lt</sup> craves th<sup>t</sup> a Jury may be impannelled upon it, Which th<sup>e</sup> Court has granted; The Worsh<sup>p</sup>full Com̄ishoners have ordred th<sup>t</sup> a Venire facias be entred; w<sup>ch</sup> is done, th<sup>e</sup> Juryes Verdict

is th<sup>t</sup> they finde noe cause of ac<sup>on</sup>; whereupon th<sup>e</sup> Com<sup>ish</sup>oners Liber E  
have ordred a non Suite be entred ag<sup>t</sup> th<sup>e</sup> plt

In a certaine matter of difference depending betweene Benj<sup>a</sup> Rozer Admin<sup>r</sup> of th<sup>e</sup> goodes and Chattells of Sam: Burford deceased and Thomas Witter def<sup>t</sup>, he p<sup>r</sup>fers his declara<sup>on</sup>, whereupon th<sup>e</sup> Defend<sup>t</sup> confesseth Judgm<sup>t</sup> for three hundred and fifty poundes of tobacco

In another certaine matter of difference depending betweene Benj<sup>a</sup> Rozer pl<sup>t</sup> Administrator of th<sup>e</sup> goods and Chattells of Sam: Burford deceased, and George Godfrey th<sup>e</sup> Admin<sup>r</sup> of the goods and Chattells of Jn<sup>o</sup> Payne deceased; th<sup>e</sup> pl<sup>t</sup> p<sup>r</sup>fers his decla<sup>on</sup> and it's read in Court whereupon th<sup>e</sup> Wors<sup>p<sup>fall</sup></sup> th<sup>e</sup> Comish<sup>n</sup> have granted Judgm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> w<sup>th</sup> costs of Suite

In a certaine matter of difference depending betweene Cap<sup>t</sup> William Boreman plantive and Robert Cady, defendant, th<sup>e</sup> Def<sup>t</sup> craves that a Jury may be impanelled; Jonathan Marler Sworne in open Court in the behalfe of the def<sup>t</sup> who is aged thirty yeares or thereabout declares th<sup>t</sup> in June 1671 was by Thomas Briston requested to draw a Bill of Sale for one mare w<sup>ch</sup> the said Rob<sup>t</sup> Briston Sold to th<sup>e</sup> Said Robert Cady w<sup>ch</sup> accordingly I p<sup>r</sup>formed and Saw Signeing and delivery thereof farther received of Cap<sup>t</sup> Wiff Boreman 2800<sup>lb</sup> of tobacco for the use of M<sup>r</sup> Thomas Notley upon a Bill past from th<sup>e</sup> said Boreman to his Excellency the Cap<sup>t</sup> Ge<sup>n</sup>all of Maryland and assigned to M<sup>r</sup> Thomas Notley to receive and farther Sayes not

The plt: p<sup>r</sup>fers his declara<sup>on</sup>; The Jury returned and deliver to the Comishoners this ensueing virdict, w<sup>ch</sup> is that they finde noe cause of action whereupon its ordred th<sup>t</sup> th<sup>e</sup> plantive pay th<sup>e</sup> costs of Suite

In a certaine matter of difference depending betweene Josias Fendall plantive and J<sup>n</sup>o Lemaire Def<sup>t</sup> in a plea of debt

by his Attorney Sa: Cressy The plantive declareing ag<sup>t</sup> the defendant for th<sup>e</sup> Sum<sup>e</sup> of Sixteene hundred poundes of tobacco due p<sup>r</sup> bill beareing date th<sup>e</sup> 16th of November 1671 payable upon demand, w<sup>ch</sup> bill being produced in Court and the Def<sup>t</sup> acknowledged it to be his act and deed th<sup>e</sup> Court gave Judgm<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> w<sup>th</sup> costs of Suite

In a certaine matter of difERENCE depending betweene Nicholas Salsby Plantife and Rob<sup>t</sup> Downes Defendant both partyes appeareing the Def<sup>t</sup> craves an imparellance w<sup>ch</sup> was granted till the next Court

In a certaine matter of difference depending betweene Jn<sup>o</sup> Cox of New England Mariner Plaintiff of th<sup>e</sup> one part and Fra: Kilborn

Liber E and Eliz<sup>a</sup> his wife Adm<sup>rx</sup> of th<sup>e</sup> goods and Chattells of Daniell Johnson deceased Defend<sup>ts</sup> th<sup>e</sup> plaintiffe declares ag<sup>t</sup> the Defend<sup>t</sup> p<sup>r</sup> his Att: Phil Symes for foure hundred pounds of tobacco, Wiff Britton Sworne in Court and declares th<sup>t</sup> I knew Daniell Johnson to bargain w<sup>th</sup> Daniell Johnson for one barrell of beere for th<sup>e</sup> w<sup>ch</sup> to pay foure hundred p<sup>ds</sup> of tobacco, and to his knowledge Cox was never satisfied for the Same in the life tyme of the S<sup>d</sup> Johnson, and farther Sayes not, whereupon the Worshipfull Comishoners gave Judgm<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> w<sup>th</sup> costs of Suite

In a certaine matter of difference depending betweene Barnard Hamy Plaintiff and Ann Fowke Def<sup>t</sup> the Defendant not appearing th<sup>e</sup> Comish<sup>rs</sup> thought fitt to referr it till the next Court

In a certaine matter of difference depending betweene Robert Cossleton plaintiff and Wiff Gater Defendant, they both appearing th<sup>e</sup> Defendant craved an imparlance w<sup>ch</sup> was granted

In a certaine matter of difference depending betweene Tho: Price Plantiffe and Cap<sup>t</sup> James Neale Defendant the plaintiff p<sup>r</sup>ferrs his declaracon: And whereupon the Said Thomas Price by Sam: Cressy his Attorney complaynes ag<sup>t</sup> the Said Cap<sup>t</sup> James Neale on th<sup>e</sup> 29<sup>th</sup> day of July in th<sup>e</sup> 40<sup>th</sup> yeare of the Dominion of Caecilius &c, over this Province of Maryland Annoq<sup>ue</sup> Dñi 1672, by force of armes that is to Say w<sup>th</sup> theyre fists and w<sup>th</sup> a Stake on him the said Thomas at the house of him the said Cap<sup>t</sup> James Neale made an assault and him beate wounded & evill intreated to the great damage and Injury of him the Said Thomas, and ag<sup>t</sup> the peace of the said Province, whereupon he sayes he is damnefyed and hath loss to the value of 1500<sup>th</sup> of tobacco and thereupon he bringes his Suite

Gerrard Fitzgerrard Sworne in open Co<sup>rt</sup> on the behalfe of the pl<sup>t</sup> who declares th<sup>t</sup> on the 29<sup>th</sup> of July that he was walkeing Cap<sup>t</sup> Neales fence and that he there saw James Neale th<sup>e</sup> Sonn of the s<sup>d</sup> Cap<sup>t</sup> Neale, and Thomas Price fighteing, and the said James Neale Junior called out w<sup>th</sup> a loud voyce for helpe, th<sup>e</sup> Def<sup>t</sup> heareing him came and w<sup>th</sup> a Stake Strucke him two or thre blowes and pushed him of from his Sonne w<sup>h</sup> the same Stake &c

Mathew Burst Sworne in the behalfe of the Def<sup>t</sup> and declares th<sup>t</sup> on th<sup>e</sup> same day Cap<sup>t</sup> Neale and himselfe was walkeing neare th<sup>e</sup> place where James Neale and Thomas Price was, and heareing some voyce, they went to the place and found it to be the James Neale Junior and Tho: Price, and the said Price had pulled much hayre from the head of th<sup>e</sup> said James and farther sayes not

The Worshippfull Comishoners have ordred that a Venire facias be entred – w<sup>ch</sup> is done

A Jury impanelled at the request of Plaintiffe

[fol. 70] The Jury returnd and hath brought in this ensueing virdict to the



Court w<sup>ch</sup> is they fynd for the Plaintiff four hundred poundes of tobacco; whereupon It was ordred th<sup>t</sup> he th<sup>e</sup> Defendant pay costs of Suite w<sup>th</sup> this ensueing bill of costs; Liber E

To Attorneys fees..... 060

To attendance at C<sup>rt</sup> & goeing & coming & 3

dayes att 30 p̄ diem..... 090

150

assigned p̄ Thomas Price in open Court five hundred & fifty poundes of tobacco

Thomas Allanson acknowledged this ensueing parcell of Land unto Gerrard Browne

This Indenture made the eight day of August in the one and fortyeth yeare of the Dominion of Caecilius Annoq̄ Dñi one thousand Six hundred Seventy and two, Betweene Thomas Allanson of Charles County in the Province of Maryland of the one part and Gerrard Browne of the same County and Province of the other Witnesseth That the Said Thomas Allanson as well for and in considera<sup>o</sup>n of the quantity of two thousand five hundred poundes of tobacco in caske to him in hand paid by him the said Gerrard Browne the receipt whereof the said Thomas Allanson hereby doeth acknowledge, and doeth discharge the Said Gerrard Browne his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> by these p<sup>r</sup>sence hath given granted bargained alieñd Sold enfeofeed and confirmed and by these p<sup>r</sup>sence doeth give grant bargaine alien sell enfeofee and confirm unto him the said Gerrard Browne his heyres and Assignes forever part of that parcell of land called Simpson Supply lyeing in Charles County before men<sup>o</sup>ned on the East Side of Piscattaway River on the South Side of a Creeke in the said River formerly called Mattawoman But now S<sup>t</sup> Thomas Creeke Begining at a bounded whyte oke, the Eastermost bound tree of Cristentempell Mann<sup>r</sup> runing thence North north east one hundred p̄ches to a bounded white oake thence South South east one hundred p̄ches thence South and South west one hundred & eighty p̄ches to a bounded poppler Standing in a Small branch thence west eighty p̄ches to a bounded whyte oke Standing in the said Mann<sup>r</sup> lyne thence byndeing upon the said Mann<sup>r</sup> to the first bound tree it being layd out for one hundred acres be it more or less now in Ten<sup>r</sup> or occupa<sup>o</sup>n of him the S<sup>d</sup> Tho: Allanson or his Assignes together w<sup>th</sup> all th<sup>e</sup> Rights memb<sup>rs</sup> thereunto belonging and all pattens Deeds writings thereunto belonging or ap̄ptaineing To Have and hold the said parcell of Land and all and Singular the before bargained p<sup>r</sup>misses unto him the said Gerrard Browne his heyres and Assignes forever to the onely propper use and behoofe of him the Said Gerrard Browne his heyres and Assignes forever, And the said Thomas Allanson doeth for himselfe his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> Covenant promise grant and agree to and w<sup>th</sup> the said Ger-

**Liber E** rard Brown his heyres and assignes, th<sup>t</sup> he the said Thomas Allanson his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> the said parcell of Land and all other the bargained p<sup>r</sup>misses unto him the said Gerrard Browne his heyres and assignes And ag<sup>t</sup> all p<sup>r</sup>sons w<sup>t</sup>soever Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents the rents and Services hereafter to becom due & payable to the Lord Proprietary for the Same allwayes excepted and foreprized, and farther that the said Thomas Allanson his heyres and assignes Shall and will from tyme to tyme & at all tymes heareafter dureing the space of seven yeares at the reasonable request and at the proper cost & charge of him the s<sup>d</sup> Gerrard Browne in the law, his heyres and assignes make doe execute and Suffer to be made done executed and Suffred all and every Such farther act or acts thing or things assurance or assureances, w<sup>t</sup>soever requested in the p<sup>r</sup>misses & for the better assuring and more Sure makeing of the said bargained p<sup>r</sup>misses unto him the s<sup>d</sup> Gerrard Browne his heyres and Assignes forever be it by enrollm<sup>t</sup> of these p<sup>r</sup>sents, fyne or feofeem<sup>t</sup> or other waie or by any other Such wayes or meanes as by him the said Gerrard Browne his heyres or Assignes or his or theyre Councill learned in the Law Shall be reasonably devised advised or required in Witness whereof the partyes above men<sup>t</sup>oned have sett theyre handes and Seales the day and yeare first above written,

Thomas Allanson

Testibus Rich<sup>t</sup> Boughton

(locus

Edward Roberts

sigill)

Memorand<sup>o</sup>: That full and peaceable possession in livery and Seizen of the lands and Tenem<sup>ts</sup> w<sup>th</sup>in men<sup>t</sup>oned w<sup>th</sup> the appurtenances was given and delivered by the w<sup>th</sup>in men<sup>t</sup>oned Tho: Allanson to the w<sup>th</sup>in named Gerrard Browne according to the form of the w<sup>th</sup>in written deed, this eight day of August 1672 Tho: Allanson

Witness Rich<sup>t</sup> Boughton

Edward Roberts

Kelham Magloughlin p<sup>r</sup>ferrs this ensuing Peti<sup>t</sup>on to the Worsh<sup>p</sup>full the Comishoners, for 90 hundred twenty and Seven pounds of tobacco due to him by George Mannwereing of this County deceased

humbly Sheweth; That Allexander Sennet Overseer unto M<sup>r</sup> Geo: Manering of this County (lately deceased) bought of the James Lyndsy for the use of the said Mannwereing three hundred nine pounds of beefe and poarke or the receipt under the said Sennetts hand dated the last day of decemb<sup>r</sup> 1670 will sufficiently testefye for the w<sup>ch</sup> th<sup>e</sup> s<sup>d</sup> Manwereing was to pay to the said Lyndsy three pounds of to<sup>b</sup> for every pound of meate w<sup>ch</sup> amounted to nyne hundred twenty and Seven pounds of tobacco

For w<sup>ch</sup> your Peti<sup>t</sup>oner as Administrator to the said James Lyndsey humbly prayes th<sup>t</sup> he may have order granted him ag<sup>t</sup> the Exect<sup>rs</sup>

or Administrators of the Estate of the above said George Manwering by this Worshipfull Court Liber E

And as in Duty he Shall ever pray &c.

The receipt of Alex: Sennet

[fol. 71]

Received by me Allexander Sennet for the use of George Manwering three hundred and nine pounds of beefe and poarke witness my hand this last of Decemb<sup>r</sup> 1670  
Alex Sennet  
Testi Nich Salsby

Whereupon the Comishoners granted him the said Magloughlyn an order for th<sup>e</sup> s<sup>d</sup> Summe

The humble Peti<sup>o</sup>n of Allexander Sennet humbly Sheweth

That M<sup>r</sup> Geo: Manwering of this County deceased was at his death indebted unto your Peti<sup>o</sup>ner upon accompt in the Summe of fifeteene hundred and Some odd pounds of tobacco w<sup>ch</sup> accompt is Sett downe by the s<sup>d</sup> Manwering under his owne hand in his booke of accompts now in the possession of the Administrat<sup>rs</sup> or overseers of the said Manwerings Estate viz<sup>t</sup> M<sup>r</sup> Henry Adams M<sup>r</sup> Thomas Mathewes He humbly therefore prayeth that this worshippfull Court will grant him order th<sup>t</sup> the afores<sup>d</sup> Admin<sup>rs</sup> or Overseers pay your Peti<sup>o</sup>ner the to<sup>b</sup> by him demanded (according to th<sup>e</sup> accompting booke) out of the s<sup>d</sup> Estate and as in Duty bound he shall ever pray &c.

The Certificat of M<sup>r</sup> Henry Warren directed to th<sup>e</sup> Comishon<sup>rs</sup>

These are to certefie th<sup>t</sup> M<sup>r</sup> Geo: Manwering upon his death bead did acknowledge that he owed and was indebted unto Allexander Sennet his th<sup>n</sup> overseer in the summe of fifeteene hundred Seventy Six pounds of tobacco the w<sup>ch</sup> debt does allso appeare by his owne booke as this I know to be true witnes my hand this 9<sup>th</sup> of March 1671/2  
Hen: Warren

Whereupon th<sup>e</sup> Worshipfull Comishoners gave him order for his tobacco.

M<sup>r</sup> Thomas Pope appeareing in Court, Peti<sup>o</sup>ned th<sup>e</sup> Worshippfull Comishon<sup>rs</sup> th<sup>t</sup> he giving good Securety, he might possess th<sup>e</sup> estate of Richard Smith w<sup>ch</sup> estate was formerly in the possession of Francis Pope th<sup>e</sup> Father of th<sup>e</sup> said Thomas, whereupon th<sup>e</sup> Comishoners granted him his request

The Court is adjourned till the Second tuesday in September,

Henry Moore demands a writt ag<sup>t</sup> Peter Reyneare in a plea of trespas on th<sup>e</sup> case warr<sup>t</sup> to the Sheriff returnable th<sup>e</sup> second tuesday in September  
cepi corpus

Sheriff ret.

Liber E Sam: Cressy demands a writt ag<sup>t</sup> Francis Kilborne & Eliza: his wife warr<sup>t</sup> to the Sheriffe returnable ut Supra

Sh: ret. cepi corpus

George Holmes demands a writt ag<sup>t</sup> John Grubb, warr<sup>t</sup> to th<sup>e</sup> She: ref. ut Supra

She: ret. non est inventus

Nicholas Salby demands a writt ag<sup>t</sup> Henry Bonner; warr<sup>t</sup> to the She: ref. ut Supra

She: ret. non est inventus

Sam: Cressy demands a writt ag<sup>t</sup> John Waters, warr<sup>t</sup> to th<sup>e</sup> She: ref. ut Supra

She: ret. cepi corpus

John Harvey demands a writt ag<sup>t</sup> Thomas Warner, warr<sup>t</sup> to th<sup>e</sup> She: ref. ut Supra

She: ret. non est inventus

Sam: Cressy demands a writt ag<sup>t</sup> Fra: Kilborne and Eliza: warr<sup>t</sup> to the Sh: ut Sup

She: ret. cepi corpus

John Le mayre demands a writt ag<sup>t</sup> Rich. warr<sup>t</sup> to the She: ref. ut Supra

She return: cepi corpus

Meverall Hulse demands a writt ag<sup>t</sup> Edward Sally warr<sup>t</sup> to the She: ref ut Supra

She: ret. non est inventus

Sam: Cressy demands a writt ag<sup>t</sup> Fra: Kilborn & Eliza: his wife, warr<sup>t</sup> to th<sup>e</sup> Sh: ref. th<sup>e</sup> 13<sup>th</sup> Septemb<sup>r</sup>

Sheriffs return: cepi corpus

Edmond Lyndsy demands a writt ag<sup>t</sup> John Waters; warr<sup>t</sup> to th<sup>e</sup> She: ref. ut Supra

She: ret. cepi corpus

Roger Dickeson demands a writt ag<sup>t</sup> Japhett Griffin, warr<sup>t</sup> to th<sup>e</sup> She: ref ut Supra

She: ret. non est inventus

Barnard Hamy demands a writt ag<sup>t</sup> Will: Boyden, warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

She: ret. concordantur,

Roger Dickeson demands a writt ag<sup>t</sup> Jn<sup>o</sup> Waters, warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

She: ret. cepi corpus

Sam: Cressy demands a writt ag<sup>t</sup> Fra: Kilborn & Eliza: his wife, warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

She: ret. cepi corpus

John Harvey demands a writt ag<sup>t</sup> Jn<sup>o</sup> Mould, warr<sup>t</sup> to th<sup>e</sup> She: Liber E  
ref. ut Supra  
non est inventus

Sheriffs ret.

Att a Court held for th<sup>e</sup> Lord Proprietary in Charles County the  
10<sup>th</sup> day of September, Anno Dni 1672.

Commishoners p<sup>r</sup>sent:

M<sup>r</sup> Hen: Adams

M<sup>r</sup> Tho: Mathews

M<sup>r</sup> John Stone

M<sup>r</sup> Ignatius Causine

M<sup>r</sup> John Bowles

M<sup>r</sup> John Douglas

M<sup>r</sup> Robert Henly

M<sup>r</sup> Thomas Hussey

M<sup>r</sup> Stephen Mountague

Richard Morris acknowledgeth this ensuing Conveyance of land  
unto Sander Smith of this County

This Indenture made the twentyeth day of Septemb<sup>r</sup> in th<sup>e</sup> fortyeth  
yeare of the Dominion of Caecilius Annoq<sup>ue</sup> Dñi 1672: By and  
Betweene Richard Morris of the County of S<sup>t</sup> Maryes in this Prov-  
ince planter of the one part, and Allexander Smith of Charles County  
in the aforesaid Province of the other part, Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup>  
Rich<sup>d</sup> Morris for and in considera<sup>tion</sup> of th<sup>e</sup> quantity of three thou-  
sand pounds of tobacco unto him the said Richard Morris before  
th<sup>e</sup> ensealeing and delivery of these p<sup>r</sup>sents by the said Smith well  
& truely payd th<sup>e</sup> receipt whereof the said Richard Morris doeth  
hereby acknowledge and him selfe therewith fully Satisfyed con-  
tented and paid and thereof and of every part and parcell thereof  
doeth clearly acquitt exonerat and discharge the said Allexander  
Smith his heyres Executors and Administrators and every of them  
forever by these p<sup>r</sup>sents hath given granted bargained aliened  
Sould assigned and Set over, and by these p<sup>r</sup>sents doeth give grant  
bargayne Sell assigne and sett over unto him the said Allexander  
Smith his heyres and assignes forever all that parcell or Tract of  
Land lyeing Scituate and being in Charles County afores<sup>d</sup> upon th<sup>e</sup>  
west side of Wiccomaco fresh adjoyneing to the land of William  
Barton Jun<sup>r</sup> formerly Sold by Daniell Johnson deceased to him the  
said Rich<sup>d</sup> Morris Butting and Bounding as followeth, To say be-  
ginning at beginning of John Clarkes bound tree bounding on th<sup>e</sup> west  
by a lyne drawne South and by east from the s<sup>d</sup> oake for length  
one hundred and Sixty p<sup>ches</sup> to a marked oake on the South by a  
lyne east and by South for breadth one hundred p<sup>ches</sup> to a marked  
Gu<sup>rne</sup> in a Swamp on the east by a lyne drawne North and by west  
into a parcell of land after men<sup>tioned</sup> the above s<sup>d</sup> land layd out  
for two hundred acres more or lesse allso another tract of land be-  
ginning in the South lyne of the s<sup>d</sup> land afores<sup>d</sup> being the west bound  
at a marked oke bounding on the South by a lyne drawne east  
South east for breadth fifty p<sup>ches</sup> to a marked oake in a Swamp on  
th<sup>e</sup> East by a lyne drawne North North east from the s<sup>d</sup> oake for

[fol. 72]

**Liber E** length three hundred and twenty p̄ches on the North by a lyne drawne North North west from the end of the North north east lyne for breadth fifty p̄ches on the west by a lyne drawne South from the end of the west North west lyne unto the first marked oake containeing one hundred more or lesse, Together w<sup>th</sup> all houses edifices orchards Gardens feedings pastures range for hoggs woods underwoods water water courses Fisheings fowleings wayes easments profitts com̄odetyes and hereditam<sup>ts</sup> and all other Appurtenances unto the s<sup>d</sup> parcell of land belonging or any wayes appurteyneing, To have and To hold the s<sup>d</sup> parcell of land and all and Singular the premisses aforemen̄oned to be hereby bargained and Sold w<sup>th</sup> the appurtenances and every part and parcell thereof whatsoever before named or recited unto him the said Allexander Smith his heyres and Assignes forever, the Rents and Services w<sup>ch</sup> shall from henceforth become due to the Lord Proprietary his heyres allwayes excepted and foreprized And the s<sup>d</sup> Richard Morris for himselfe his heyres Execut<sup>rs</sup> and Administrators doe covenant grant and agree to and w<sup>th</sup> the said Allexander Smith his heyres and assignes and every of them by these p<sup>r</sup>sents that the s<sup>d</sup> Allexander his heyres and assignes Shall and may lawfully and quietly have hold occupy possess and enjoy all and Singular the before men̄oned p<sup>r</sup>misses by these p<sup>r</sup>sents bargained and Sold and every part and parcell thereof w<sup>th</sup> every the rights members and appurtenances without the lawfull let Suite trouble expul̄con interrup̄con or demand of or by the said Richard Morris or of or by his heyres Execut<sup>rs</sup> or Administrators or any or either of them lawfully claymeing from by or under them or theyre or any of theyre uses or by from or under theyre or any of theyre Titles Estate Meanes or procurem<sup>ts</sup> and the said Richard Morris for himselfe his heyres Executors or Administrators all and Singular the afore bargained p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances and every part and parcell thereof unto the said Smith his heyres and assignes ag<sup>t</sup> him th<sup>e</sup> s<sup>d</sup> Morris his heyres & assignes onely and noe farther will warr<sup>t</sup> and defend by these p<sup>r</sup>sents In witness whereof they have Sett handes and Seales th<sup>e</sup> day & yeare first above written

Testes Meverall Hulse  
 Rich Morris (locus  
 + Jonathon Mackey Sigilli)

John Boswell entreth upon record th<sup>e</sup> marke of one browne heiffer w<sup>ch</sup> was given to his Sonn Mathew Boswell; viz<sup>t</sup> cropt and Swallow forked th<sup>e</sup> right eare, & cropt & overkeeled th<sup>e</sup> left;

Francis Wyne entreth this ensueing marke of a mare given to his Daughter, viz<sup>t</sup> one flower deleuce on each Buttock

John Allwards marke of cattell Swallow forked both eares and underkeeled on both

Frances Heydon his marke Swallow forked and over keeled both eares

Jn<sup>o</sup> Robinson Junior his marke underkeeled cropt Slitt on both eares Liber E

Thomas Shuttleworth his marke for Cattell and hoggs, cropt and Slitt and over bitted on the right eare and overhaved on th<sup>e</sup> left

John Fernson his marke, viz<sup>t</sup> Slitt and underkeeled th<sup>e</sup> right eare underkeeled and overkeeled th<sup>e</sup> left

Wiff Barton Junior entreth his Childs birth, named Elizabeth borne the 27<sup>th</sup> February Annog Domini 1671/2

George Credwell his marke of Cattell viz<sup>t</sup> th<sup>e</sup> right eare Slitt, th<sup>e</sup> left eare cropt and Slitt

Nicholas Salby his marke of horses, viz<sup>t</sup> a crop on th<sup>e</sup> farr buttock and at every end a Small flower deleuce

his marke of hoggs In th<sup>e</sup> right cropt and two Slitts, th<sup>e</sup> left Swallow forkd

his marke of Cattell viz<sup>t</sup> on the neare bottock **N S** :

The marke of Benjamin Rozer for his cattell and hoggs at his Plantacon called Rozers retyrem<sup>t</sup> viz<sup>t</sup>  $\frac{1}{4}$  part of each eare taken away on the upper Side of each; his marke of horses and Mares **4+**

Edward Maddox his marke th<sup>e</sup> left eare cropt the right eare hole w<sup>th</sup> a nick in th<sup>e</sup> under part of th<sup>e</sup> same

The marke of Thomas Warner Jun<sup>r</sup> of one heffer given him by Wiff Whitlow cropt on the left eare, th<sup>e</sup> right eare Slitt and overkeeled

Eliza: Warners marke of one heffer given her by Laurence Young cropt the left on the right eare a flower deleuce w<sup>th</sup> the topp taken of and a nick under the Same,

Eliza: Warners marke of another hefer being pyed a flower deleuce th<sup>e</sup> right eare, and th<sup>e</sup> left hole

Margrett Whartons marke of hoggs and cattell; Swallow forked on th<sup>e</sup> left eare and a nick taken out of the same

Rich Midgely his marke viz<sup>t</sup> cropt on th<sup>e</sup> right eare & underkeeled th<sup>e</sup> left

Geo: Athy his marke viz<sup>t</sup> cropt and underkeeled and overkeeled th<sup>e</sup> right and Swallow forked th<sup>e</sup> left eare;

Rice Wayneman his marke; viz<sup>t</sup> cropt and Slitt on th<sup>e</sup> left eare and underkeeled and overkeeled th<sup>e</sup> right

Tho: Feodrick his marke underkeeled cropt slitt and overkeeled th<sup>e</sup> right eare

Geo: Hinson his marke, viz<sup>t</sup> cropt the right eare underkeeled and overkeeled th<sup>e</sup> same, cropt and 3 Slitts th<sup>e</sup> left

Josias Lambert his marke overhaved th<sup>e</sup> right eare cropt and Slitt th<sup>e</sup> left

Eliza: Lamberts marke cropt and Slitt th<sup>e</sup> left and overhaved th<sup>e</sup> right

The age of John Lambert viz<sup>t</sup> aged eight yeares on February the 5<sup>th</sup> last past 1672

Liber E Elinor Lambert aged 5 yeares January last 1672  
 February the twenty Seventh Wiff Lambert aged three yeares 1672  
 March the 10<sup>th</sup> one Sonn aged one yeare Named Sam: Lambert  
 1672

John Lamberts marke of horses viz<sup>t</sup> underkeeled the right eare  
 and and a hole in the left

M<sup>r</sup> Wade entreth his Sonns death upon record as followeth Ed-  
 ward Wade dyed the 22<sup>th</sup> of August 1672

[fol. 73] John Lamberts other marke of horses, viz<sup>t</sup> branded w<sup>th</sup> J L on the  
 far Buttock and the El Standing the contrary way

John Lamberts other mark of horses, viz<sup>t</sup> underkeeled on th<sup>e</sup>  
 right eare and Swallow forked on the left

Ellinor Lamberts marke of hogs and cattell, viz<sup>t</sup> underkeeled and  
 overkeeled on the Right eare, and Swallow forked on both eares;

John Lamberts marke of hogs and Cattell viz<sup>t</sup> the right eare  
 Swallow forked and underkeeled and the left eare both cropt and  
 holed;

Rich Jones his marke viz<sup>t</sup> cropt holed underkeeled and overkeeled  
 the right eare, under keeled and over keeled and Swallow forked  
 on the left

Joseph Calleys deed of Gift unto Mary Kymborrough of one fylly  
 Coult formerly John Grubbs of this County

Be it knowne unto all men by these p<sup>s</sup>ents th<sup>t</sup> I Joseph Calley  
 of New England doe of my owne free will give unto Mary Kym-  
 borrough one fylly foale w<sup>ch</sup> came of the mare I the said Calley  
 Bought of John Grubb as witness my hand Seale this 24<sup>th</sup> of May  
 1672

Joseph Calley (locus  
 Testibus Tho: Baker Sigilli)  
 Rich Ambrose

Gerrard Breedens releasem<sup>t</sup> unto Ralph Coates

Know all men by these p<sup>s</sup>ents th<sup>t</sup> I Gerrard Breeden Plant<sup>r</sup> now  
 dwelling on Rivers Spring in Charles County in the Province of  
 Maryland have remised released and fully acquitted and discharged  
 Ralph Coates him his heyres Executors and Admin<sup>rs</sup> and every of  
 them of and from all mann<sup>r</sup> of ac<sup>co</sup>ns and causes of actions as allso  
 bills bonds debts dues and demands w<sup>so</sup>ever w<sup>ch</sup> I the said Gerrard  
 Breeden ever had or w<sup>ch</sup> my heyres Execut<sup>rs</sup> Administrators or  
 assignes or any of us in tyme to come can or may have to for or ag<sup>t</sup>  
 the said Ralph Coates his heyres Execut<sup>rs</sup> Administrators or as-  
 signes for or by reason of any land or Reentryes on the Tract of  
 Land Called Rivers Spring or any other matter cause or thing  
 w<sup>so</sup>ever from th<sup>e</sup> Begining of the world, witness my hand and Seale  
 this eighteenth day of Octob<sup>r</sup> Annoq<sup>ue</sup> Dñi 1671

Testibus Allexander Gallant Gerrard Breeden (locus  
 John Wheeler Junior Sigilli)



Gerrard Sennets deed of Gift of one Browne Cow unt Jo<sup>n</sup> Lum- Liber E  
brozier

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Gerrard Sennett and Ann my wife doe freely give unto John Lumbrozier all our right Title & intrest of one Black Cow about the age of Six yeares & cropt on the left eare and overkeeled on the Right, and we the Gerrard Sennett and Ann my wife doe freely from us our heyres Executors Administrat<sup>rs</sup> and assignes give the said Cow unto th<sup>e</sup> s<sup>d</sup> John w<sup>th</sup> all her future increase farthermore our wills are th<sup>t</sup> in case the said John dye before he come to age th<sup>t</sup> th<sup>n</sup> th<sup>e</sup> Cow fall to his next Bro: Jn<sup>o</sup> Robeson, in witness wee have Sett o<sup>r</sup> hands and Seales this 11<sup>th</sup> of January 1672

Tes: Jn<sup>o</sup> Ford

Ger: Sennett

Ann Sennet

Geo Langham

Edward Price acknowledgeth this ensuing Conveyance unto Edward Minns by a letter of Attorney from Christopher Breames

This Indenture made the eight day of June Annoq<sup>ue</sup> Dñi 1672 Between Christopher Breames in the Province of Maryland of the one part and Edward Mynns of Plant<sup>r</sup> of the other part, Witnesseth th<sup>t</sup> as well for and in considera<sup>o</sup>n of the quatity of two thousand pounds of tobacco to him in hand p<sup>d</sup> by the said Mynn the receipt whereof the s<sup>d</sup> Christopher doth hereby acknowledge and thereof and of every part & parcell thereof doeth hereby absolutely & clearly exonerate & discharge the said Mynns his heires and assignes by these p<sup>r</sup>sents hath given granted bargained aliēd and Sold enfeofeed and confirmed and by these p<sup>r</sup>sents doeth give grant bargain Sell enfeofee and confirm unto him the s<sup>d</sup> Minns his heyres Executors Admin<sup>rs</sup> and assignes forever the just quantity of one hundred & eighty acres of land comonly known by the name Antwerp the said land belonging to a parcell of land laid out by Richard Edlin for the said Breames containeing by Estima<sup>o</sup>n two hundred acres lyeing in Charles County, and begining at a bounded read oake Standing on the North Side of a branch belonging to the land of Rich<sup>d</sup> Pinner on the North Side of Piscattaway River runing thence North and by east one hundred and twenty p<sup>ches</sup> to a bounded red oake thence west and by South two hundred Sixty & Six p<sup>ches</sup> to a bounded oake thence South and by west one hundred and twenty p<sup>ches</sup> to the North east bound tree of Philip Land thence untill it come unto the first bound tree containeing and laid out for the said two hundred acres more or less and the said Edward Minns to have his hundred and twenty acres of Land laid out at either end of the said two hundred acres of land aforementioned as it is agreed upon by the said Breames and Minns afore menconed together w<sup>th</sup> all the rights & memb<sup>rs</sup> unto the one hundred and twenty acres of land belonging and allso all deeds Pattents writings & evidences concerning th<sup>e</sup> Same To Have & to Hold the s<sup>d</sup> parcell of land and all and Singular the

Liber E bargained p<sup>r</sup>misses unto him the said Minns his heyres and assignes forever to the only propper use & behoofe of him the Said Minns his heyres and assignes forever and I the said Christopher for myselfe my heyres Execut<sup>rs</sup> and Administrat<sup>rs</sup> doe hereby covenant and grant to & w<sup>th</sup> the said Minns his heyres and assignes th<sup>t</sup> I the said Breams my heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> the Said parcell of Land and all other the bargained p<sup>r</sup>misses unto him the said

[fol. 74] Edward Minns his heyres and assignes ag<sup>t</sup> all p<sup>r</sup>sons w<sup>t</sup>soever Shall & will warrant and forever defend by these p<sup>r</sup>sents the rents & Services hereafter to become due to the Lord Proprietary for the same allways excepted & foreprized and farther th<sup>t</sup> th<sup>e</sup> said Breames his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> Shall and will from tyme to tyme and at all tymes hereafter dureing the space of Seven yeares at the reasonable request and at the pro<sup>p</sup> cost and charge of him the said Minns in the Law his heyres and assignes make doe & Suffer and cause to be made done and Suffred all and every Such farther act or acts thing or things assurance or assurances w<sup>t</sup>soever requisite in the p<sup>r</sup>misses for th<sup>e</sup> better assureing and more Sure making of the said Bargained p<sup>r</sup>misses unto him the said Edward Minns his heyres and assignes forever be it by enrollm<sup>t</sup> of these p<sup>r</sup>sents fyne feofm<sup>t</sup> or otherwayes or by any Such other lawfull wayes or meanes as by him the said Minns his heyres or assignes or his or theyre Councell learned in the Law Shall be reasonably devised advised or required

Christopher Breams

Testibus Gerrard Browne

Jo<sup>n</sup> Hill

This Signed & Sealed by the appoyntm<sup>t</sup> of the aboves<sup>d</sup> Breames by virtue of L<sup>r</sup>e of Attorn<sup>e</sup> to me granted

Ed: Price

Christopher Breams his L<sup>r</sup>e of Attorney unto Edward Price

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Christopher Breames of Charles County in the Province of Maryland Plant<sup>r</sup> doe by these p<sup>r</sup>sents authorize ordaine and appoynt my trusty and well beloved Freind Edward Price of the afores<sup>d</sup> County and Pro: my true and lawfull Attorney for me and to my use to Signe Seale deliver and acknowledge in Court one parcell of Land as by the Conveyance will at large appeare unto Ed: Minn of the afores<sup>d</sup> County ratefyeing giving and granting unto my said Att<sup>r</sup> by the Tenu<sup>r</sup> of these p<sup>r</sup>misses my full power to act to all intents and purposes as if I my Selfe might or could doe if I were p<sup>r</sup>sonally p<sup>r</sup>sent my Selfe ratefyeing and holding fyrm<sup>e</sup> and Stable w<sup>t</sup>soever my said Att<sup>r</sup> shall lawfully doe or cause to be done in or about the said p<sup>r</sup>misses by virtue of these p<sup>r</sup>sents, in witness whereof I have hereunto Set my hand and Seale this 12<sup>th</sup> day of August 1672

Christopher Breames ○

Testibus Rich<sup>d</sup>: Fowke

Fra: Billings

Edward Maddox acknowledged this ensuing Conveyance of Land Liber E  
unto Richard Fowke

This Indenture made the Seventh day of August in the yeare of our Lord one thousand Six hundred Seventy two Betweene Edward Maddox of Charles County in the Province of Maryland Phisiōn of the one part and Rich Fowke of the Same County Gen<sup>t</sup> of the other part, Witnesseth: That the said Edward Maddox as well for & in consideraōn of the Sum<sup>e</sup> of one thousand pounds of tobacco in caske to him in hand by the s<sup>d</sup> Fowke paid the receipt whereof the said Maddox doeth hereby acknowledge and himselfe thereby to be fully Satisfyed contented and paid and thereof and therefrom every part and parcell thereof doeth acquitt and discharge the Said Fowke his heyres Executors & Administrators by these p<sup>r</sup>sents as allso for divers other good causes & consideraōns him thereunto moveing Hath bargained Sold aliened enfeofeed assigned and Sett over unto the said Richard Fowke his heires and assignes forever all that parcell of land called Lyons hole Scituat and being in the aforesaid County begining at a bounded whyte oake Standing in the South east lyne of the aforesaid Richard Fowke land called Vaineall runing South east for length one hundred and Sixty pches the oake being th<sup>e</sup> bound tree of Zachary Wade thence east North east for bredth one hundred pches to a bounded whyte oake thence North west one hundred and Sixty pches to a bounded oake thence untill it coms to the first bound tree containeing one hundred acres more or less w<sup>th</sup> all and Singular the houses pastures buildings feedings woods underwoods wayes water Courses profitts comōdetyes and appurtenances to the said p<sup>r</sup>misses or any part or parcell thereof belonging or in any way appertaineing, and allso all the right Title Estate Intrest use property possession reversion claime and demand of him the said Edward Maddox of and in the Same together w<sup>th</sup> all deeds writings evidences touching or concerning the Same or any part or parcell thereof To Have and To Hold the aforesaid parcell of Land and all and Singular other the p<sup>r</sup>misses before granted bargained & Sold w<sup>th</sup> theyre & every of theyre rights members and appurtenances w<sup>t</sup>soever unto the said Rich Fowke his heyres & assignes forever And the said Maddox doeth for himselfe his heyres Executors and Administrators covenant promise & grant to and w<sup>th</sup> the said Fowke his heyres Executors Admin<sup>rs</sup> and assignes th<sup>t</sup> the p<sup>r</sup>misses now are and forever hereafter shall be and continue free and cleare & freely & clearly acquitted exonerated and discharged of and from all & Singular and other bargaines Sales gifts grants Leases rents arreareages of rents rent charges Mortgages Joyntures Dowers rights & Titles of Dowers claymes & demands w<sup>t</sup>soever by him them or any of them formerly had done or comitted, or to be had done or comitted And the said Edward Maddox for himselfe his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> the afores<sup>d</sup> parcell of Land and all & Singular the before bargained p<sup>r</sup>misses w<sup>th</sup> the appurtenances unto

[fol. 75]

**Liber E** the said Richard Fowke his heyres and assignes forever ag<sup>t</sup> him the said Maddox his heyres & assignes, and against all and every p<sup>son</sup> and p<sup>sons</sup> w<sup>soever</sup> lawfully claymeing by from or under him them or any of them and against all other p<sup>sons</sup> w<sup>soever</sup>, (Excepting Major Thomas Brooks and Cap<sup>t</sup> Luke Gardner theyre heyres and assignes) Shall and will warr<sup>t</sup> and forever defend by these p<sup>resents</sup>, And the Said Edward Maddox for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doth Covenant promise grant and agree to and w<sup>th</sup> the said Fowke his heyres and assignes by these p<sup>resents</sup> th<sup>t</sup> the said Rich<sup>d</sup> Fowke his heyres and assignes and every of them shall and may by force & virtue of these p<sup>resents</sup> from tyme to tyme and att all tymes forever hereafter lawfully peaceably and quietly Have hold use occupy possess and enjoy the said Land and all Singular the before granted p<sup>misses</sup> w<sup>th</sup> theyre and every of theyre rights memb<sup>rs</sup> and appurtenances and receive the rents and proffitts thereof to his and theyre owne proper uses and behoofes w<sup>thout</sup> any manner of lett trouble or interrup<sup>con</sup> of or by th<sup>e</sup> Said Maddox his heyres Executors administrators or assignes or any of them or of or by any other p<sup>son</sup> or p<sup>sons</sup> w<sup>soever</sup> excepted onely as before excepted th<sup>e</sup> Rents & Services w<sup>th</sup> from henceforth from tyme to tyme for and respect of the first menconed p<sup>misses</sup> hereby Sold Shall grow due and payable to the cheife Lord or Lords the fee or fees thereof for and in respect of theyre Seignorye or Seignoryes excepted allso and foreprized and the Said Maddox doeth farther Covenant & promise that he the Said Edward Maddox his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> Shall & will from tyme to tyme and all tymes hereafter w<sup>th</sup>in th<sup>e</sup> Space of Seven yeares next ensueing the date hereof at the reasonable request and at the cost and charges In the Law onely the said Rich<sup>d</sup> Fowke his heyres Execut<sup>rs</sup> and Administrators or assignes make Sale convey and deliver Such farther assureance or assureances for the before bargained p<sup>misses</sup> excepting onely as before excepted as the said Rich<sup>d</sup> Fowke his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes or any of theyre Councell learned in the Law Shall him the Said Maddox his heyres Execut<sup>rs</sup> or Administrat<sup>rs</sup> or any of them thereunto require In wittness whereof the above said partyes have interchangeably Set theyre hands and Seales the day and yeare first above written

Testibus Zachary Wade

Thomas Hudlestone

Edward Maddox (locus  
Sigilli)

Rich : Fowke (locus  
Sigilli)

John Owen acknowledgeth this ensueing Conveyance of Land in open Court to James Hayes & Philip Hoskins

This Indenture made the Seventh day of Septemb<sup>r</sup> 1671 Between John Owen of Charles County in the Province of Maryland Plant<sup>r</sup> of the one part and James Hayes and Philip Hoskins of the same County Plant<sup>rs</sup> of the other part Wittnessest<sup>h</sup> th<sup>t</sup> the said John Owen

for and in considera<sup>o</sup>n of the Sum<sup>e</sup> of two thousand three hundred & fifty pounds of to<sup>b</sup> and caske to him in hand payd before the ensealeing and delivery of these p<sup>r</sup>sents by the said Philip and James the receipt whereof the said Owen doeth hereby acknowldg and him Selfe therew<sup>th</sup> fully Satisfied and paid and thereof & of every part and parcell thereof doeth clearly exonerate & discharge the said Philip & James theyre heyres Executors Admin<sup>rs</sup> and every of them by these p<sup>r</sup>sents hath given granted aliend bargained Sold enfeofeed & confirmed and by these p<sup>r</sup>sents doeth fully clearly and absolutely give grant bargain Sell & confirme unto the said Philip and James theyre heyres Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes all that parcell of Land called Owens purchase lyeing in Charles County Beginning at a Bounded red Oake Standing in the woods neare a parcell of Land formerly taken up by Daniell Johnson called Lyons Denn runing thence South West one hundred & twenty p<sup>ch</sup>es to a bounded whyte oake Standing on a playne thence North east two hundred and Sixty p<sup>ch</sup>es to a bounded whyte oake thence North east one hundred and twenty p<sup>ch</sup>es thence to a bounded red oake thence untill it come to the first bound tree contayneing and now laid out for two hundred acres more or less w<sup>th</sup> all and Singular its rights Memb<sup>rs</sup> & Appurtenances together w<sup>th</sup> all houses Edifices buildings Orchards Gardens yards Lands Tenem<sup>ts</sup> feedings pastures woods underwoods and appurtenances whatsoever to the p<sup>r</sup>misses belonging or in anywise appertaineing To Have and To Hold the said land and all and Singular the said p<sup>r</sup>misses hereby bargained and Sold w<sup>th</sup> theyre & every of theyre rights memb<sup>rs</sup> and appurtenances w<sup>t</sup>soever unto the Said Philip and James theyre heyres and assignes to the Sole and onely propper use and behoofe of the said Philip and James theyre heyres and assignes forever, And the said John Owen his heyres Executors Admin<sup>rs</sup> and assignes the said Land and all & Singular other the before granted bargained and Sold w<sup>th</sup> the appurtenances unto the Said Philip and James theyre heyres and assignes, And to the onely propper use and behoofe of the Said Philip & James theyre heyres and assignes forever ag<sup>t</sup> him the Said John his heyres or Assignes and all and every other person or persons w<sup>t</sup>soever Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents And the Said John for himselfe his heyres Executors & Administrat<sup>rs</sup> Covenant promise and grant to and w<sup>th</sup> the said Philip and James theyre heyres or assignes that they the said Philip & James theyre heyres or assignes Shall be well and Sufficiently from tyme to tyme and att all tymes Saved and kept harmless by the Said John his heyres Executors and Administrators of and from all manner of former grants bargaines Leases Joyntures dowers Titles of Dowers rents arreareages of Rents forfeitures fynes & of and from any of theyre Titles troubles or incumbrances w<sup>t</sup>soever had done made co<sup>m</sup>mitted Suffred or omitted by any p<sup>son</sup> or p<sup>sons</sup> w<sup>t</sup>soever touching or concerning the p<sup>r</sup>misses the Rents or Services w<sup>ch</sup> from henceforth

Liber E

[fol. 76]

Liber E from tyme for or in respect of th<sup>e</sup> p<sup>r</sup>misses Shall grow due to the Cheife Lord or Lords of the fee or fees of the p<sup>r</sup>misses excepted and foreprized and farther th<sup>e</sup> s<sup>d</sup> John for himselfe his heyres Execut<sup>rs</sup> & Administrators Shall & will from tyme to tyme and at all tymes for or dureing th<sup>e</sup> Space of Seven yeares next ensueing the date of these p<sup>r</sup>sents at and upon the reasonable request and at the Costs & charges in the Law of the Said Philip & James theyre heyres or assignes make doe p<sup>r</sup>forme and acknowledge to be made done p<sup>r</sup>formed & acknowledged all and every Such farther act or acts thing or things devise or devices assurance & assurances and other Conveyance in the Law w<sup>t</sup>soever for the farther & more p<sup>r</sup>fect assurance and Conveying of all the before hereby granted p<sup>r</sup>misses w<sup>th</sup> theyre appurtenances unto the Said Phillip and James theyre heyres and assignes forever In wittness whereof the parties above mentioned have Sett theyre hands & Seales the day and yeare first above written

John Owen (locus  
Sigilli)

Testibus Will: Harris  
Thomas Hargess

John Robinson acknowledgeth this ensueing Conveyance unto Tho: Jenkins

This Indenture made the thyrteenth of June in the yeare of our Lord one thousand Six hundred Seventy one Betweene John Robinson of Charles County Planter of the one part and Thomas Jenkins of the Same County Planter of the other part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Robinson for and in considera<sup>o</sup>n of a certaine Summe of tobacco to him in hand payd before the ensealeing and delivery of these p<sup>r</sup>sents by the said Jenkins well and truly paid the receipt whereof the said Robinson doth hereby acknowledge and himselfe therew<sup>th</sup> fully Satisfyed and contented and of every part and parcell thereof doeth clearly acquitt exonerate the said Thomas Jenkins his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> & every of them by these p<sup>r</sup>sents Hath given granted aliend bargained Sold enfeofeed & confirmed unto the Said Jenkins his heyres and assignes forever all th<sup>t</sup> parcell or Tract of Land formerly called Troops Rendesvous the other part being formerly Sold to Rich<sup>d</sup> Randall of the said County Merch<sup>t</sup> and now in the Tenure and occupa<sup>o</sup>n of George Godfrey of Charles County aforesaid Carpenter, Begining at a bounded red Oake the bound tree of the Said Godfreyes land and runing thence North eighty five pches to a bounded red oake Standing upon a hill thence west bounding upon the said Godfrie Land to the first bound tree contayneing and now laid out for eighty five acres more or less together w<sup>th</sup> all houses Edifices buildings orchards Gardens fishings fowlings & all and Singular other appurtenances to the Said Land belonging or in any way appertayneing To Have & to Hold, the Said land and p<sup>r</sup>misses w<sup>th</sup> all theyre rights Members & appurtenances

[fol. 77]

before by these p<sup>r</sup>sents bargained and Sold or hereby intended bargained and Sold together w<sup>th</sup> all the priveledges before menconed to him the Said Jenkins his heyres and assignes forever And the s<sup>d</sup> John Robinson doth for himselfe his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> Covenant and grant to and w<sup>th</sup> the Said Tho: Jenkins his heyres and assignes th<sup>t</sup> he the said Robinson his his heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> the said Land and all other the before bargained p<sup>r</sup>misses and every part and parcell thereof and every of theyre appurtenances to him the Said Jenkins his heyres and Assignes to the use above menconed ag<sup>t</sup> him the Said John Robinson his heyres Exec<sup>rs</sup> and Adm<sup>rs</sup> and ag<sup>t</sup> all other p<sup>r</sup>son or p<sup>r</sup>sons w<sup>t</sup>soever Shall & will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents the Rents & Services w<sup>ch</sup> hereafter Shall grow due & payable to the Lord or Lords of the fee or fees for & in respect of his or theyre Seignory or Seignories allwayes Excepted and foreprized In witness whereof the parties above menconed have in<sup>ch</sup>angeably Sett theyre hands & Seales the day & yeare first above written Moreover It's Covenanted & agreed on by & Betweene the parties above named th<sup>t</sup> th<sup>e</sup> said Robinson his heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> Shall at any tyme within Seven yeares at the request & at th<sup>e</sup> Cost & charge of the said Jenkins his heyres or assignes Give make and deliver unto the said Jenkins his heyres & Assignes any Such farther assureance or assureances as he or they or his or theyre Councell learned in the Law Shall him thereunto require

John Robinson (locus  
Sigilli)

Signed Sealed & delivered  
in th<sup>e</sup> p<sup>r</sup>sence of  
Sa: Cressy  
Nich Solby

Elza: Emanson acknowledgeth this ensueing Conveyance of Land unto Fra: Wyne

This Indenture made the Sixteenth day of June Annoq Dñi 1671 Between Elizabeth Emanson of Charles County in the Province of Maryland of the one part and Francis Wyne of the Same County Cooper of the other; Witnesseth th<sup>t</sup> th<sup>e</sup> said Eliza: for and consideration of the quantity of foureteene thousand pounds of good tobacco in Caske to her in hand paid before the ensealing & delivery of these p<sup>r</sup>sents by the said Wyne well and truely paid the receipt th<sup>e</sup> said Emanson doeth hereby acknowledge and her Selfe therew<sup>th</sup> fully Satisfyed and paid, and thereof and of every part and parcell thereof doeth clearly acquitt exonerate and discharge the said Fra: Wyne his heyres Executors and Adm<sup>rs</sup> forever by these p<sup>r</sup>sents hath given granted bargained Sold enfeofeed and confirmed, and by these p<sup>r</sup>sents doeth give grant bargain Sell enfeofee and confirme unto the Francis Wyne his heyres and assignes forever all that parcell of land lyeing Scituate & being in Charles County aforesaid

**Liber E** called Glovers poynt lyeing on the North Side of Potomack River and on the Eastermost Branch of a Creeke of the said River formerly Called Nangerny Creeke but now Avon River Begining at a marked oake Standing in a marsh by the Said Branch & runing South and by West downe the Said Branch for Breadth one hundred perches to a marked oake on the Side of a Swamp bounded on the South w<sup>th</sup> a Lyne drawne East & by North from the Said Oake for th<sup>e</sup>

[fol. 78] Length of three hundred & twenty pches on the East w<sup>th</sup> a lyne North and by East for the length of three hundred & twenty pches from the end of the former Lyne on the North w<sup>th</sup> a lyne drawn West and by South from the End of the North and by east lyne unto the first marked oke on the west with the said Branch containeing and now Laid out for two hundred acres more or less Together w<sup>th</sup> all and Singular its Rights Memb<sup>rs</sup> & appurtenances w<sup>soever</sup> to the Same belonging or in any manner appertayneing, To Have and To Hold the said parcell of Land and all other the bargained p<sup>r</sup>misses hereby bargained and Sold w<sup>th</sup> theyre and every of there rights Memb<sup>rs</sup> and appurtenances w<sup>soever</sup> unto the said Francis Wyne his heyres and assignes forever and the Said Eliza: Emanson for her Selfe her heyres Execut<sup>rs</sup> admin<sup>rs</sup> and assignes the said parcell of Land and all & Singular the bargained p<sup>r</sup>misses before granted & Sold w<sup>th</sup> the appurtenances unto the Said Fra: Wyne and his heyres forever ag<sup>t</sup> her the said Eliza: Emanson her heyres & Assignes & all & every other p<sup>ersons</sup> w<sup>soever</sup> Shall & will forever warr<sup>t</sup> & defend by these p<sup>r</sup>sents, and the said Eliza: Emanson for her Selfe heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> Doe Covenant promise grant and agree to and w<sup>th</sup> the Said Fra: Wine his heyres and Assignes and every of them by these p<sup>r</sup>sents in Manner and forme followeing that is to Say the said Fra: Wyne his heyres and assignes and every of them by these p<sup>r</sup>sents Shall be free and freely and clearly exonerated & discharged or otherwise from tyme to tyme Sufficently Saved & kept harmless by the Said Eliza: Emanson her heyres Execut<sup>rs</sup> or Admin<sup>rs</sup> of & from all other former grants gifts Leases dowers Title of Dowers demands & Incumbrances w<sup>soever</sup> made done or comitted by the Said Eliza: her heyres or assignes or by any other p<sup>erson</sup> or p<sup>ersons</sup> w<sup>soever</sup> the Rents and Services w<sup>ch</sup> from tyme to tyme shall become due to the chefe Lord or Lords of the Seignorye or Seignories onely excepted and foreprized and farther the said Eliza: Emanson doth for her Selfe heyres Execut<sup>rs</sup> and Admin<sup>rs</sup> Shall and will from tyme to tyme and at all tymes hereafter dureing the Space of Seven yeares next ensueing the date of these p<sup>r</sup>sents at the reasonable request and at the proper charge in the Law of him the Said Fra: Wyne his heyres or assignes make doe acknowledge Execute & Suffer all & every other Such farther act or acts things or things assureances in the Law Whatsoever for the farther better and more p<sup>erfect</sup> and Conveyeing all and Singular the before hereby bargained p<sup>r</sup>misses w<sup>th</sup> th<sup>e</sup> rights



memb<sup>rs</sup> and appurtenances unto the said Francis Wyne his heires and Assignes forever In Witness whereof the parties abovesaid have Sett theyre hands and Seales th<sup>e</sup> day & yeare abovesaid

Signed Sealed & delivered  
in th<sup>e</sup> p<sup>r</sup>sence of  
Phil: Lynes  
Tho: Lomax

Eliza: Emanson (locus  
Sigilli)

Liber E

John Godshall acknowledgeth this ensueing Conveyance to Rich<sup>d</sup> Beck

This Indenture made the Second day of March Anno 1671 Betweene John Godsall in Charles County Planter of the one p<sup>t</sup> and Rich<sup>d</sup> Becke of the Same County and Province of th<sup>e</sup> other Witnesseth th<sup>t</sup> th<sup>e</sup> said Godsall as well for and in considera<sup>o</sup>n of the sume of two thousand pounds of tobacco in Caske to him in hand paid before the ensealeing and delivery of these p<sup>r</sup>sents by the said Becke therew<sup>th</sup> the Said Godsall doeth acknowledge himselfe to be fully Satisfyed contented & paid & thereof doeth acquitt and discharge the Said Becke his heyres Execut<sup>rs</sup> & Administrators and every of them by these p<sup>r</sup>sents as allso for divers other good Causes & considera<sup>o</sup>ns him thereunto moveing hath given granted bargained Sold assigned Sett over & confirmed and by these p<sup>r</sup>sents doeth give grant bargain Sell assigne Sett over and Confirme unto the Said Beck his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> & assignes all th<sup>t</sup> parcell of Land lyeing Scituate & being in Charles County and on the East Side of Avon River formerly called Nangemy Creeke adjoyneing to Poynton Mann<sup>r</sup> Begining at a bounded Oake and bounding on the East w<sup>th</sup> a lyne drawne North north west from the said Oake w<sup>th</sup> a lyne drawne west South west from the said Oake for the length of three hundred & twenty perches to a bounded oke on the west w<sup>th</sup> a lyne drawne South South East from the end of the former lyne to a bounded Gumme th<sup>t</sup> Stands in the Exteriorall part of Poynton Mann<sup>r</sup> and now laid out for one hundred acres more or less as it appeareth by Pattent to the Said Godsall beareing date the 29<sup>th</sup> of July Anno 1664 and now in the possession of the aboves<sup>d</sup> Rich<sup>d</sup> Beck all and Singular w<sup>ch</sup> said parcell of Land together w<sup>th</sup> all & Singular the houses orchards Gardens pastures feedings Co<sup>m</sup>ons buildings edifices Structures together w<sup>th</sup> all pastures ranges for hoggs woods underwoods w<sup>t</sup>soever thereunto belonging or anywise appertaineing To Have & To Hold the said parcell of Land & all & Singular the p<sup>r</sup>misses before men<sup>t</sup>ioned to be hereby bargained and Sold w<sup>th</sup> the appurtenances thereunto belonging or appertaineing unto the Said Rich<sup>d</sup> Beck his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> or assignes forever therefore yeilding & payeing yearly to the Right Hon<sup>ble</sup> the Lord Proprietary the Rents due for this said Land at the feast of th<sup>e</sup> blessed Nativity of o<sup>r</sup> Lord & Savior Jesus Christ if the Same be lawfully demanded and the said John Godsall for himselfe his heyres Execut<sup>rs</sup> and

[fol. 79]

Liber E Admin<sup>rs</sup> doeth Covenant promise grant and agree to & w<sup>th</sup> the s<sup>d</sup> Rich Becke his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> & assignes Shall & may peaceably & quietly Have hold occupye possess & enjoy all & Singular the p<sup>r</sup>misses before bargained & Sold & every part & parcell thereof w<sup>th</sup> every the Rights Memb<sup>rs</sup> and appurtenances w<sup>th</sup>out the lawfull lett trouble evic<sup>ti</sup>on or interrup<sup>ti</sup>on of or by the said John Godsall or of or by his heyres Execut<sup>rs</sup> or Admin<sup>rs</sup> or any other or either of them or of or by any other p<sup>er</sup>son or p<sup>er</sup>sons lawfully claymeing by from or und<sup>r</sup> them or any of them or to theyre or any of theyre Causes or by from or under theyre or any of their Titles Estates meanes or procurem<sup>ts</sup> as allso acquitt & discharge or w<sup>th</sup>in convenient tyme after reasonable request made well & Sufficiently Saved & kept harmless of & from all mann<sup>r</sup> of form<sup>r</sup> Bargaines Sales troubles & demands had done or comitted or wittingly or willingly Suffred by the Said Godsall his heyres or assignes or any of them of or by any other p<sup>er</sup>son or p<sup>er</sup>sons w<sup>th</sup>soever by from or und<sup>r</sup> them or any of theyre or any of theyre uses or by theyre or any of theyre Titles Estates meanes or procurem<sup>ts</sup> and the S<sup>d</sup> Godsall for himselfe his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> all and Singular the p<sup>r</sup>misses before bargained and Sold w<sup>th</sup> theyre appurtenances and every part and parcell thereof unto the said Beck his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes to the Intent & meaneing aforesaid Shall & will warr<sup>t</sup> & forever defend by these p<sup>r</sup>sents In witness whereof the partyes above written have Sett theyre hands & Seales

Testibus Sa: Cressy

Jonathan Marler

Jo<sup>n</sup> Godsall (locus  
Sigilli)

Thomas Ashbrooke acknowledgeth this ensueing Conveyance unto John Boyden

This Indenture made the ninth day of January Annoq<sup>ue</sup> Dñi one thousand Six hundred Seventy one Betweene Thomas Ashbrooke in the Province of Maryland Shoemaker of the one part and John Boyden of the same County Planter of the other, Witnesseth th<sup>t</sup> the said Ashbrooke as well for and in considera<sup>ti</sup>on of three Cowes in hand payd before the ensealeing and delivery of these p<sup>r</sup>sents by the said John Boyden the receipt whereof the said Ashbrooke doeth acknowledge himselfe therew<sup>th</sup> to be fully Satisfyed & paid and therefrom doeth acquitt and discharge th<sup>e</sup> said Boyden his heyres Execut<sup>rs</sup> & Admin<sup>rs</sup> hath bargained Sold assigned & Set over and by these p<sup>r</sup>sents doeth give grant bargain Sell assigne & Sett over unto John Boyden his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes forever forever all th<sup>t</sup> parcell of Land Called by the name of Ashbrookes Rest lyeing and being in Charles County aforesaid begining at a marked oke the bound tree of John Ward bounding on the west w<sup>th</sup> the Said woods & called Ingother for the length of fifty p<sup>er</sup>ches to a bounded Pickickory Standing in the Said woods lyne on the north



**Liber E** And whereupon the said Roger Complayneth against the said John for that whereas Some tyme in the yeare Sixty nyne the said Jn<sup>o</sup> did craftely inveigle and advise a Serv<sup>t</sup> of his the said Roger named Dorothy Welch to runn away and absent her Selfe from her Said M<sup>r</sup> Service and her when run away did in his did in his house se<sup>v</sup>all tymes harbour and entertayne contrary to his Lordshipps peace and the Law of this Province and to the great damage and Injury of him the said Roger whereupon he sayes he is damnyfyed the Sum<sup>e</sup> of 2990<sup>th</sup> of tobacco and thereupon he brings his Suite

David Towell Sworne in open Court on the behalfe of the Plant: who is aged twenty Seven yeares or thereabout, declares th<sup>t</sup> Some tyme three yeares Since he was at John Waters his house at work and he saw Roger Dickeson bring the maide from the tobacco house to the dwelling house & farther Sayes not

Henry Aspenoll Sworne & declares the Same;

John Munn Sworne on the behalfe of the p<sup>t</sup> al<sup>so</sup> who declares th<sup>t</sup> John Waters tould him he entertayned the mayd allmost two nights and farther Sayeth not

whereupon the Worshippfull Comishoners ordred th<sup>t</sup> a Jury Should be impannelled, and goe out upon the Same

and they brought in this Virdict viz<sup>t</sup> That the Def<sup>t</sup> pay cost of Suite and one hundred pounds of tobacco damage w<sup>ch</sup> cost is here-under written:

To Attorneys fees.....	060
To attendance .....	090
To Evidence charge to Jn <sup>o</sup> Munn 3 dayes.....	090
To Hen: Aspinoll 3 dayes Evidence charg.....	090
To David Towell 3 dayes charge.....	090
	—
	420

Kelham Maglouglin entreth this ensueing marke of hogs & cattell (viz<sup>t</sup>) a figure of 3 und<sup>r</sup> each eare

Reodrike Lloyd p<sup>r</sup>ferris this ensueing Peti<sup>c</sup>on to the Court for his freedome

Y<sup>r</sup> humble Peti<sup>c</sup>oner peti<sup>c</sup>oneth y<sup>r</sup> Worshippes whereas he has Served the terme of four compleate yeares according to the Tenure or condi<sup>c</sup>on expressed in his Indenture made betweene him the said Lloyd of the one partye and John Davies of the Island of Creeke of the Easterne Shore of th<sup>e</sup> other and being assigned unto M<sup>r</sup> John Allen Merch<sup>t</sup> and from the Said Allen unto Allexander Smith the said Smith the tearme of foure yeares being now expyred according to th<sup>e</sup> condi<sup>c</sup>on expressed in the Indent<sup>re</sup> under p<sup>r</sup>tence of being Sold to him the aforesaid Allen for the Custome of the Countrey refuseth to lett y<sup>r</sup> peti<sup>c</sup>oner have his freedome according to the Condi<sup>c</sup>ons

[fol. 81] expressed in the afores<sup>d</sup> Indent<sup>re</sup> therefore y<sup>r</sup> Peti<sup>c</sup>oner peticoneth

y<sup>r</sup> Worshipp that they will be pleased to take it into there consideracons that he may have Justice Shewne to him and that according to the condicons expressed in his afores<sup>d</sup> Indenture he may obtaine his freedome & what is his due according to the custome of the Contry

whereupon the Comishoners ordred th<sup>t</sup> it Should be put a Jury w<sup>ch</sup> Jury found the Indenture to be a firme Indenture & the Serv<sup>t</sup> w<sup>th</sup>in the Indenture menconed to be free and the Def<sup>t</sup> to pay cost of Suite

Thomas Pope and Rich Wyeland peticon the Court that they may continue to be Overseers in trust of the Estate of Richard Smith, w<sup>ch</sup> was granted.

The Court hath allsoe granted an Attachm<sup>t</sup> for 400<sup>th</sup> pounds of tob<sup>w</sup> w<sup>th</sup> cost out of the Estate of Samuell Harsnett unto Samuell Cressy

The Court has allsoe granted an attachm<sup>t</sup> to Meverall Hulse for 700<sup>th</sup> of tob<sup>w</sup> & cost of Suite ag<sup>t</sup> the goods and chattells of Edward Salmon in the hands of John Posey by peticon made to the Court as followeth

Sheweth that whereas Edward Salmon Stands indebted unto Your Peticoner the Sum<sup>e</sup> of Seaven hundred pounds of tob<sup>w</sup> as by Speciallety in Court doth appeare and th<sup>t</sup> th<sup>e</sup> said Salmon hath left the Province and has not Satisfied y<sup>r</sup> Peticoner your Peticoner humbly craves an order in Court to attach his crop and your Peticoner Shall ever pray

Edward Salmon his Bill:

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Edward Salmon doe owe unto Meverell Hulse th<sup>e</sup> Just quantity of Seven hundred & tenn pounds of tobacco to be paid at or before the 10<sup>th</sup> of Octob<sup>r</sup> next to the w<sup>ch</sup> paym<sup>t</sup> well and truely to be made I binde my Selfe my heyres Executors & Adm<sup>rs</sup> firmly by these p<sup>r</sup>sents witness my hand and Seale this 20<sup>th</sup> Feb<sup>r</sup> 1671

Edward Salmon (locus  
Sigilli)

To the Worshippfull the Comishoners of Charles County the humble peticon of Peter Carr

Humbly Sheweth that your Peticoner hath in his keeping and has maintained one Elizabeth Lylly Ever Since Ever Since Shee hath beene borne and has not at all received any thing nor had at any tyme any thing considerable for her keepeing and now Shee is twelve yeares old or thereabout and your Peticoner is fearefull that Shee may be enticed by Some or other from him

Therefore Your Peticoner humbly craves th<sup>t</sup> Eliza: Lylly may be bound to Y<sup>r</sup> Peticoner for Some certaine term of yeares as your

Liber E Worshippes Shall thinke fitt for to make Satisfacōn for her mayntayneance and Y<sup>r</sup> Petitioner Shall pray  
whereupon the Worshippfull Comishon<sup>rs</sup> ordred th<sup>t</sup> it Should be respited untill the next Court

In a certayne matter of difference depending betweene Hen: Moore plantiffe and Peter Reneare Defend<sup>t</sup> referd by the ord<sup>r</sup> of Worshippfull Comishon<sup>rs</sup> untill the next Court

The Court is adjorned untill the second tuesday Novemb<sup>r</sup>

Benj<sup>a</sup> Whitchcott demands a writt ag<sup>t</sup> Rich<sup>m</sup> Morris warr<sup>t</sup> to the Sheriff returnable th<sup>e</sup> 12<sup>th</sup> day of Novemb<sup>r</sup> 1672

Sheriff  
returne: caepi corpus

Benj<sup>a</sup> Whitchcott demands a writt ag<sup>t</sup> Sam: Fendall warr<sup>t</sup> to the Sheriff returnable ut Supra

Sheriffs  
returne caepi corpus

Nicholas Salby versus Hen: Bonner warr<sup>t</sup> to the Sh<sup>n</sup>: re<sup>t</sup> ut Supra  
Sheriffs ret. non est inventus

Geo: Holmes demands a writt ag<sup>t</sup> Jn<sup>o</sup> Grubb warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
ut Supra

Sh: ret. cepi corpus

Jonathan Marler demands a writt ag<sup>t</sup> Tho: Hayes warr<sup>t</sup> ut Supra

Sheriffs ret. caepi corpus

Elenor Beane demands a writt ag<sup>t</sup> Geo: Taylor warr<sup>t</sup> ut Supra

Sh: ret. non est inventus

Roger Polley demands a writt ag<sup>t</sup> Rich<sup>m</sup> Boughton warr<sup>t</sup> ut Supra

She: ret. caepi corpus

Attachm<sup>t</sup> for Benj<sup>a</sup> Rozer ag<sup>t</sup> a mare of Joseph Caley in the hands  
of Jn<sup>o</sup> Kymborough warr<sup>t</sup> re<sup>t</sup>. ut Supra

Sh: ret. Attachatus est

[fol. 82] Tho: Warner demands a writt ag<sup>t</sup> Laurence Young warr<sup>t</sup> to the  
Sh<sup>n</sup>: returnable on the 12<sup>th</sup> of November 1672

Sh: ret. caepi corpus

Benj<sup>a</sup> Rozer demands a writt ag<sup>t</sup> Fra: Kylborne & Eliza: his wife  
warr<sup>t</sup> to the Sh<sup>n</sup>: re<sup>t</sup>. ut Supra

Sh: ret. caepi corpora

Jn<sup>o</sup> Harvy versus Jn<sup>o</sup> Mould, warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>: ut Supra

Sh: ret. caepi corpus

Ed: Price demands a writt ag<sup>t</sup> Wiff Marlowe warr<sup>t</sup> re<sup>t</sup>. ut Supra

She: ret. non est inventus

Jn<sup>o</sup> Cayne demands a writt ag<sup>t</sup> Fra: Lyng warr<sup>t</sup> ut Supra

She: ret. caepi corpus

Meverall Hulse demanded an attachm<sup>t</sup> for Seven hundred pounds of tobacco of the Estate of Ed: Salmons in th<sup>e</sup> hands of John Posey; warr<sup>t</sup> to the Sh: ref. ut Supra

Liber E

Attachatus est

Sh: ret.

Edmond Lyndsy & Uxor versus Fra: Lyng & Mary his wife warr<sup>t</sup> to the Sh: ref. ut Supra  
caepi corpora

Sh: ret.

Att a Court held in Charles County for th<sup>e</sup> Lord Proprietary on  
th<sup>e</sup> Second tuesday in Novemb<sup>r</sup> 1672

Comishoners p<sup>r</sup>sent

M<sup>r</sup> Hen: Adams

M<sup>r</sup> Zachary Wade

M<sup>r</sup> Jn<sup>o</sup> Stone

M<sup>r</sup> Ignatius Causine

M<sup>r</sup> Jn<sup>o</sup> Bowles

M<sup>r</sup> Will: Barton

M<sup>r</sup> Rob<sup>t</sup> Henly

M<sup>r</sup> Tho: Hussy

M<sup>r</sup> Jn<sup>o</sup> Douglas

Philip Coomes acknowledgeth this ensuing parcell of Land unto  
M<sup>r</sup> Jn<sup>o</sup> Allen

This Indenture made the tenth day of Octob<sup>r</sup> in the one & fortieth yeare of the Dominion of Caecilius Annoq<sup>ue</sup> Dñi one thousand Six hundred seventy Betweene Philip Coomes of S<sup>t</sup> Maryes County in the Province of Maryland plant<sup>r</sup> of the one part and John Allen of th<sup>e</sup> County of Charles County of the other part Witnesseth that the said Philip Coomes as well for & in considera<sup>ti</sup>on of th<sup>e</sup> sume of three thousand pounds of tobacco in Cask to him in hand paid the receipt whereof the said Philip Coomes doeth hereby acknowledge, and thereof and of every part & parcell thereof doeth hereby absolutely acquitt and discharge the said Allen his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> & assignes by these p<sup>r</sup>sents give grant Bargaine Sell enfeofee & confirm unto him the Said John Allen his heyres & assignes forever all that parcell of land Called by the name of Coomes Purchase lyeing in Charles County & Begining at a Bounded oke Standing on th<sup>e</sup> west side of Wickcowcomaco maine fresh and adjoyneing to the land of John Coates the bounds of the said Coates & runing along w<sup>th</sup> the said land East Sixty five pches to a bounded oke thence South and South east one hundred & nynety pches to a bounded oke Standing in a Swamp thence west and by South one hundred & twenty pches to a bounded oke Standing by the path side thence bounding of the land of John Coates and Allexander Smith untill it comes to the first bound tree containeing and now laid out for one hundred & fifety acres more or less granted to him the said Coomes and now in the Tenure or occupa<sup>ti</sup>on of him the said John Allen together w<sup>th</sup> all the benefitts thereunto belonging or in any way appertaineing, To Have & To Hold th<sup>e</sup> s<sup>d</sup> parcell of Land & all & Singular the Before bargained p<sup>r</sup>misses unto him the said John

Liber E Allen his heyres & assignes forever & to the onely p̄p use & behoofe of him the Said John his heyres and assignes forever, and I the the Said Philip Coomes doe for my Selfe my heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> Covenant p̄mise grant & agree to & w<sup>th</sup> the said John Allen his heyres & assignes th<sup>t</sup> I the said Coomes my heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> the Said parcell of Land and all other the before bargained p<sup>r</sup>misses unto him the said John Allen his heyres & assignes ag<sup>t</sup> all persons w<sup>t</sup>soever Shall & will warr<sup>t</sup> & forever defend by these p<sup>r</sup>sents the

[fol. 83] Rents & Services hereafter to become due to the Lord Proprietary for the same allwayes Excepted & foreprized & farther that the Said Philip Coomes his heyres and assignes Shall from tyme to tyme & at all tymes hereafter dureing the Space of Seven yeares at the reasonable request and at the proper cost and charge of him the Said John Allen, in the law his heyres & assignes make doe execute & Suffer and cause to be made don executed & Suffred all and every Such farther act or acts thing or things devise or devises assureance or assureances w<sup>t</sup>soever requesite in the p<sup>r</sup>misses For the better assuring and more Sure makeing of the said bargained p<sup>r</sup>misses unto him the Said John Allen his heyres and assignes forever, Bee it by enrollm<sup>t</sup> of these p<sup>r</sup>sents Fyne Feofm<sup>t</sup> or otherwise, or by any other Such lawfull way or meanes, as by him the Said John Allen his heyres and assignes or his or theyre Councell Learned in the Law Shall be reasonably devised advised or required; In witness whereof the parties above written have Sett theyre hands & Seales the day & yeare first above written

Philip Coomes (locus  
Signed Sealed & delivered Sigilli)

in the p<sup>r</sup>sence of  
Rich: Edlen  
Hen: Moore

Edmond Taylor entreth his marke of hoggs & Cattell viz<sup>t</sup> cropt and Slitt the left eare, and a peice of the right eare on th<sup>e</sup> upper Side cutt off:

Amborus Farloe entreth his marke (viz) Swallow forked the left eare and the right eare Slitt and the und<sup>r</sup> part of the Slitt eare cutt off & a Slitt in the cropt part;

Sarah Craxon entreth this ensueing marke (viz) the poppler leafe on the right eare and the left eare Slitt;

Joseph Bulloit entreth his marke of hoggs & Cattell (viz<sup>t</sup>) the right eare cropt and Slitt th<sup>e</sup> left eare overkeeled & an hole in it

Jn<sup>o</sup> Grubb acknowledgeth this ensueing Conveyance unto Geo: Holms

This Indenture made Eleaventh day of June in the 40<sup>th</sup> yeare of the Dominion of Caecilius Annoq Dñi 1672 Betweene John Grubb of Charles County in the Province of Maryland Farrier of the one part



and George Holmes of the County and Province aforesaid of the other part, Wittneseth th<sup>t</sup> the said Jn<sup>o</sup> Grubb for and in considera<sup>o</sup>n of a certain Sum<sup>e</sup> of tobacco to him in hand paid by the said Holmes before the ensealeing and delivery hereof the receipt whereof the Said John Grubb doeth hereby acknowledge & him Selfe to be therew<sup>th</sup> fully Satisfied contented & p<sup>d</sup> and of every part & parcell thereof doeth clearly acquitt exonerat and discharge the said George Holmes his heyres Executo<sup>rs</sup> and Admin<sup>rs</sup> and every of them by these p<sup>r</sup>sents, Hath given granted bargained aliend Sold assigned transferrd enfeofeed and confirmed and by these p<sup>r</sup>sents doeth give grant bargain alien Sell assign transferr enfeofee and confirm unto the said George Holmes his heyres and assignes forever all that parcell or Tract of Land called Grubbs Venture, lyeing Scituate & being in Charles County aforesaid nigh Wiccocomaco Fresh begining at a bounded whyte oke called Fishers Bound tree runing thence East North east one hundred and forty perches to a Bound Gumme Standing by Sacaiah Swamp thence north west one hundred p<sup>ches</sup> to a Bounded whyte oake thence Southwest & by west one hundred and five p<sup>ches</sup> to a Bounded red oke the Bound tree of John Billaines thence west one hundred p<sup>ches</sup> bindeing upon Bellaine thence South fifety perches to a red oke thence till it coms to the first bound tree containeing and now laid out for eighty three acres more or less together w<sup>th</sup> all houses edifices Buildings Orchards Gardens hawkings huntings Fishings fowleings and all and Singular other appurtenances & privelidges to the said land belonging or in a way appertaing To Have and to Hold the said Land and p<sup>r</sup>misses w<sup>th</sup> theire and every of theyre Rights Memb<sup>rs</sup> and appurtenances or privelidges before by these p<sup>r</sup>sents bargained and Sold or hereby intended to be bargained and Sold together w<sup>th</sup> all the priveledges before men<sup>o</sup>ned to him the said Holms his heyres and assignes forever And the Said John Grubb for himselfe his heyres Execut<sup>rs</sup> and Administrators doeth Covenant promise and grant to and w<sup>th</sup> the Said Geo: Holmes his heyres and assignes th<sup>t</sup> he the said John Grubb his heyres Execut<sup>rs</sup> and Administrators the Said land and all other the before bargained p<sup>r</sup>misses and every part and parcell thereof w<sup>th</sup> theyre and every of theyre rights Memb<sup>rs</sup> and appurtenances to him the said George Holmes his heyres Execut<sup>rs</sup> Admin<sup>rs</sup> and assignes to the use above men<sup>o</sup>ned ag<sup>t</sup> him th<sup>e</sup> said John Grubb his heyres Executors and Administ<sup>rs</sup> & ag<sup>t</sup> all other p<sup>ersons</sup> w<sup>ts</sup>soever Shall & will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents, the Rents and Services w<sup>ch</sup> hereafter Shall grow due & payable to th<sup>e</sup> Lord or L<sup>ds</sup> of the fee or [fol. 84] fees thereof for or in respect of his or theyre Seignoryes onely excepted & foreprized, And the Said John Grubb for him selfe heyres Executors & Adm<sup>rs</sup> doth Cove<sup>n</sup>at promise and grant to and w<sup>th</sup> the Said Holmes his heyres & assignes th<sup>t</sup> he the said Grubb his heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> Shall at any tyme w<sup>th</sup>in Seven Yeares after the date hereof at the request and at the Cost and charge in the Law of him

Liber E

Liber E the Said Geo: Holmes his heyres or assignes make Seale & deliver Such farther assureance or assureances as he the said George Holmes his heyres or assignes or his or theyre Councell learned in the Law Shall devise or him the Said John Grubb his heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> or any of them thereunto reasonably require In witness whereof the partyes have sett theyre hands & Seales the day & yeare first above written

John Grubb: (locus  
Sigilli)

Signed Sealed & delivered

in th<sup>e</sup> p<sup>r</sup>sence of us

Sa: Dobson

Will: Baker

John Grubb doth acknowledge this ensuing Conveyance of Land in open Court unto George Holmes

This Indenture made the eleventh day of June in the fortieth yeare of the Dominion of Caecilius Annoq Dñi 1672 Betweene John Grubb of Charles County in the Province of Maryland of the one part and George Holmes of th<sup>e</sup> County aforesaid of the other part Witnesseth that the said John Grubb for and in Considera<sup>o</sup>n of a certaine Sum<sup>e</sup> of tobacco to him the said Grubb before the ensealeing and delivery of these p<sup>r</sup>sents by the said George Holmes well and truly paid, the receipt whereof the Said John Grubb doeth hereby acknowledge & himsele therew<sup>th</sup> fully Satisfied & contented and of every part & parcell thereof doeth clearly acquitt exonerat and discharge the Said George Holmes and his heyres Executors & Administrators & every of them by these p<sup>r</sup>sents hath given granted Bargai<sup>nd</sup> aliend assigned transferred enfeofeed & confirmed, and by these p<sup>r</sup>sents doeth give grant Bargaine alien assigne transferr enfeofee & confirm all th<sup>t</sup> parcell or Tract of Land lying Scituate and being in Charles County afores<sup>d</sup> called Ventico Begining at a bounded white oke Standing on th<sup>e</sup> West Side of Wiccocomaco runn in the Swamp runing South and by east one hundred p<sup>ches</sup> to a bounded whyte oke thence East South East eighty p<sup>ches</sup> to a Bounded Pickickory thence North & by west one hundred p<sup>ches</sup> to a Bounded oke thence untill it come to the first Bound tree conteyning and now laid out for fifty Acres more or less Together w<sup>th</sup> all houses Orchards Gardens Hawkings Huntings fishings fowlings and all other appurtenances and priveledges unto the said Land belonging, To Have & To Hold th<sup>e</sup> said parcell of Land & p<sup>r</sup>misses w<sup>th</sup> theyre & every of theyre Rights Memb<sup>rs</sup> & appurtenances or priveledges before by these p<sup>r</sup>sents Bargained & Sold or hereby intended to be hereby Bargained & Sold together w<sup>th</sup> all the priveledges before bargained & Sold to him the said George Holmes his heyres & assignes for ever, And the Said John Grubb doth for himsele his heyres Execut<sup>rs</sup> & Administrat<sup>rs</sup> doth Covenant promise to & w<sup>th</sup> the S<sup>d</sup> George Holmes his heyres and assignes th<sup>t</sup> he th<sup>e</sup> said Jn<sup>o</sup> Grubb his heyres Executors and

Administrators th<sup>e</sup> said land and all other th<sup>e</sup> Bargained p<sup>r</sup>misses and every part and parcell thereof w<sup>th</sup> every of theyre Rights memb<sup>rs</sup> and appurtenances unto him the said George Holms his heyres Executors Administrators and assignes to th<sup>e</sup> use above men<sup>t</sup>oned ag<sup>t</sup> him the said John Grubb his heyres Executors & Administrat<sup>rs</sup> and ag<sup>t</sup> all other p<sup>rs</sup>ons w<sup>so</sup>ever Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents th<sup>e</sup> the Rents and Services w<sup>ch</sup> hereafter Shall grow due or payable to the Lord or Lords of the fee or fees thereof for or in respect of his or theyre Seignorye or Seignories onely excepted and foreprized and the Said Jn<sup>o</sup> Grubb for him Selfe his heyres Executors & Administrat<sup>rs</sup> doth Covenant p<sup>r</sup>mise grant & agree to and w<sup>th</sup> the Said Geo: Holmes his heyres and assignes th<sup>t</sup> he the said Jn<sup>o</sup> Grubb his heyres Executors & Administrators Shall at any tyme w<sup>th</sup>in Seven yeares after the date hereof at th<sup>e</sup> request and at the cost & charge in th<sup>e</sup> Law of him th<sup>e</sup> s<sup>d</sup> George Holmes his heyres or assignes make Seale and deliver Such farther assurance or assurances as he the Said George Holmes or his heyres or assignes or his or theyre Councell learned in the law Shall devise or him th<sup>e</sup> said John Grubb his heyres Executors & Admin<sup>rs</sup> or any of them thereunto reasonably require, In witness whereof the parties above men<sup>t</sup>oned have interchangeably Sett theyre hands and Seales the day and yeare first above written Jn<sup>o</sup> Grubb (locus  
Signed Sealed and delivered Sigilli)  
in th<sup>e</sup> p<sup>r</sup>sence of us  
Samuel Dobson  
Will: Baker

Liber E

[fol. 85]

By Virtue of this ensuing L<sup>r</sup> of Attorney from M<sup>r</sup> Joseph Harrison Rich Boughton doeth acknowledge a parcell of Land to Luke Green

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Joseph Harrison of Nangemye in Charles County doe hereby Constitue ordaine & appoynt Rich Boughton of th<sup>e</sup> said County my true and lawfull Attorney for me and in my name and Stead to acknowledg in Court to Luke Greene of th<sup>e</sup> County afores<sup>d</sup> all my Right Title & intrest in & to a certaine Tract of land conteyning two hundred acres according to the Tenour & purport of a Deed of Conveyance of the same tyme Signed Sealed the nyenth day of this Instant Novemb<sup>r</sup> & in the keeping & custody of the Said Green to whome I delivered the same as my Act & deed the day above said and in witness to these p<sup>r</sup>sents I have sett my hand & Seale this 10<sup>th</sup> Novem<sup>r</sup> 1672 Joseph Harrison  
Testibus Tho: Shuttlesworth  
Jn<sup>o</sup> Oakes

Geo: Athy entreth his marke of hoggs & cattle as followeth viz<sup>t</sup> th<sup>e</sup> Right eare cropt overkeeled & underkeeled th<sup>e</sup> left eare Swallow forked:

**Liber E** Will Chandler entreth his marke of hoggs cropt both eares th<sup>e</sup> left eare underkeeled both eares Slitt and two Slitts in each eare and over keeled th<sup>e</sup> right eare

Will Chandler entreth this ensuing marke formerly th<sup>e</sup> marke of Ed: Price (viz<sup>t</sup>) Cropt and Slitt w<sup>th</sup> two Slitts on both eares, & underkeeled th<sup>e</sup> right & overkeeled th<sup>e</sup> left

Rich Boughton acknowledgeth this ensuing Conveyance of Land unto Luke Greene by Virtue of a L<sup>re</sup> of Attorney from M<sup>r</sup> Joseph Harrison;

This Indenture made th<sup>e</sup> nynth day of October Annoq Dñi 1672 Betweene Joseph Harrison of Charles County in the Province of Maryland Gent of th<sup>e</sup> one part and Luke Greene of the Same County Planter of th<sup>e</sup> other part, Witnesseth th<sup>t</sup> th<sup>e</sup> said Joseph Harrison as well for & in considera<sup>o</sup>n of a certaine lease of a parcell of land w<sup>ch</sup> he th<sup>e</sup> said Luke Greene formerly bought of the said Joseph Harrison w<sup>ch</sup> said land th<sup>e</sup> Said Joseph Harrison hath allready received into his possession wherew<sup>th</sup> he doth acknowledge himselfe to be fully Satisfied contented and payd, as allsoe for divers other good causes him thereunto moveing Hath Bargained Sold aliened assigned enfeofeed and sett over, And by these p<sup>r</sup>sents doeth fully clearly and absolutely Bargaine Sell alien assigne enfeofee and Sett over unto th<sup>e</sup> said Luke Greene his heyres and assignes forever all th<sup>t</sup> parcell of Land called Greens purchase Scituate lyeing and being on the east side of the Anocostine River in the County aforesaid & on the South east side of a Branch or a Creek in the said River Called Isedores Creeke being butted and bounded as p<sup>r</sup> Pattent rela<sup>o</sup>n being thereunto had may more at large appeare containeing two hundred Hundred acres more or less, w<sup>th</sup> all and Singular the pastures feedings wayes water Courses woods underwoods p<sup>r</sup>fits com<sup>o</sup>detyes & appurtenances to th<sup>e</sup> Said p<sup>r</sup>misses or any part or parcell thereof [fol. 86] belonging or in any wise appertaineing and allsoe all th<sup>e</sup> Estate Title Intrest use property possession claime and demand of him the said Joseph Harrison of in and to the same Together w<sup>th</sup> all Deeds writings Manuscripts or papers touching or concerneing the same or any part or parcell thereof To Have & To Hold the said parcell of Land w<sup>th</sup> all and Singular the p<sup>r</sup>misses before granted bargained & Sold w<sup>th</sup> theyre and every of theyre Rights Members & appurtenances w<sup>so</sup>ever unto him th<sup>e</sup> said Luke Greene his heyres and assignes forever, And the Said Joseph Harrison doth for himselfe his heyres Exect<sup>rs</sup> and Adm<sup>rs</sup> Covenant p<sup>r</sup>mise grant & agree to and w<sup>th</sup> the Said Luke Greene his heyres Executors Adm<sup>rs</sup> & assignes th<sup>t</sup> th<sup>e</sup> p<sup>r</sup>misses now are and forever hereafter Shall be and continue freely and clearly acquitted exonerated & discharged of and from all and Singular other former Bargaines Sales Gifts Grants leases Mortgages Joyntures Dowers Claymes demands & incumbrances w<sup>so</sup>ever by him them or any of them formerly had done or com<sup>o</sup>mitted or to be

had done or comitted, And allsoe that he the said Luke Greene his heyres and assignes and every of them Shall and may by force and Virtue of these p'sents from tyme to tyme and att all tymes forever hereafter Lawfully peaceably and quietly have hold occupie possess and enjoy the said Land and all and Singular the before granted & Bargained p'rmisses, and have receive and take the Issues and p'fitts thereof to his and theyre owne proper uses and behoofs w<sup>th</sup>out any manner of lett trouble eviccion or interrupcion of or by or of or by any any other p'son or p'sons w<sup>so</sup>ever lawfully claymeing from by or under him them or any of them, The Rents and Services w<sup>ch</sup> heretofore and from henceforth from tyme to tyme for and respect of the first menconed p'rmisses Hereby Sold Shall grow due and payable to the Cheife Lord or Lords of the fee or fees thereof for or in respect of his or theyre Seignorye or Seignoryes onely excepted, In Wittness whereof the parties have interchangeably Sett theyre hands & Seales the day and yeare first above written

Signed Sealed and delivered	Joseph Harrison	(locus
in the p'sence of us		Sigilli)
Rich Boughton		
Jeremiah Dikeson		

Edmond Lyndsy acknowledgeth this ensueing Conveyance of Land unto John Douglas

This Indenture made th<sup>e</sup> Sixteenth day of Septemb<sup>r</sup> Annoq<sup>3</sup> Dñi one thousand Six hundred Seaventy two Betweene Edmond Lyndsy of Charles County in the Province of Maryland Planter of the one part and John Douglas of the Same County Gent<sup>l</sup> of th<sup>e</sup> other part Witnesseth th<sup>t</sup> th<sup>e</sup> said Edmond Lyndsy as well for & in respect of th<sup>e</sup> quantity of eleven thousand pounds of tobacco to him in hand paid by th<sup>e</sup> said John Douglas the receipt whereof the said Edmond Lyndsy doth hereby acknowledge and thereof and every part and parcell thereof doth hereby absolutely and clearly exonerate and discharge the said John Douglas his heyres Executors Administrat<sup>rs</sup> & assignes by these p'sents give grant Bargaine Sell enfeofee & confirm unto him the said John Douglas his heyres & assignes forever part of th<sup>t</sup> parcell of Land Called S<sup>t</sup> Edmonds lyeing in Charles County granted unto the Said Edmond as by Pattent beareing date th<sup>e</sup> tenth of March Annoq<sup>3</sup> Dñi 1670: Begining at a bounded Popplar a Bound Tree of a parcell Land formerly laid out for William Heard lyeing on th<sup>e</sup> East Side of the maine fresh w<sup>ch</sup> runns into Portobaco Creeke runing thence South East one hundred pches to a Bounded oke thence East one hundred & Sixty pches to a Bounded Oke by a Branch Side thence North one hundred pches to an Oke in the Lyne of William Heard thence bindeing upon the said land to the first bound Tree Containeing and now laid out for one hundred acres more or less, Now in the Ten<sup>r</sup> or occupa<sup>c</sup>on of him the said John Douglas, together w<sup>th</sup> all the Rights Members and appurtenances thereunto belonging or in any

Liber E

[fol. 87]

Liber E manner of wayes appertaining To Have & To Hold the said parcell of land and all and Singular the before bargained p<sup>r</sup>misses unto him the Said John Douglas his heyres and assignes forever to the onely proper use and behoofe of him the said John Douglas his heyres & assignes forever And I the Said Edmond Lyndsy doe for myselfe my heyres Executors and Administrators the said parcell of Land and all other th<sup>e</sup> before bargained p<sup>r</sup>misses unto him the said John Douglas his heyres and Assignes ag<sup>t</sup> all p<sup>r</sup>sons w<sup>t</sup>soever Shall and will warr<sup>t</sup> and forever hereafter defend by these p<sup>r</sup>sents the Rents and Services hereafter to become due to the cheife Lord for the same, allwayes excepted and foreprized, and farther th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Edmond Lyndsy his heyrs & assignes Shall and will from tyme to tyme and at all tymes hereafter dureing the Space of Seaven yeares at the reasonable request and at the proper Cost and charge in the law of him the said John Douglas his heyres and assignes make doe execute and Suffer and cause to be made done executed and Suffred all and every Such farther Act or Acts thing or things device or devices assureance or assureances w<sup>t</sup>soever requesite in the p<sup>r</sup>misses For better assureing and more Sure makeing th<sup>e</sup> said p<sup>r</sup>misses unto him th<sup>e</sup> said John Douglas his heyres & assignes forever, Bee it by enrollem<sup>t</sup> of these p<sup>r</sup>sents fyne feofm<sup>t</sup> or otherwise or by any Such lawfull wayes or meanes as by him the said John Douglas his heyres and assignes or his or theyre Councell learned in the law Shall be reasonably devised advised or required; In witness whereof the parties have interchangeably Sett theyre hands and Seales th<sup>e</sup> day and yeare first above written

Edmond Lyndsy (locus  
Sigilli)

Signed Sealed & delivered

in th<sup>e</sup> p<sup>r</sup>sence of

Jonathan Marler

Rich<sup>d</sup> Edlen

Henry Moore entreth th<sup>e</sup> Birth of his Daughter Eliza: who was Borne th<sup>e</sup> 30<sup>th</sup> day of March 1664

The age of Henry (viz<sup>t</sup>) Borne 3<sup>d</sup> of October 1665

The Birth of Tho: Moore, Borne October th<sup>e</sup> 9<sup>th</sup> 1667

John Moore borne march th<sup>e</sup> 13<sup>th</sup> 1669

Edmond Lyndsy acknowledgeth this ensueing Conveyance of Land unto Michaell Minock

This Indenture made the eighth day of November Annoq<sup>ue</sup> Dñi 1672 Betweene Edmond Lyndsy of Charles County in the Province of Maryland Plan<sup>t</sup> of the one part & Michaell Minocke of the Same County & Province Plan<sup>t</sup> of the other part, Witnesseth th<sup>t</sup> th<sup>e</sup> said Edmond Lyndsy for and in Considera<sup>con</sup> of th<sup>e</sup> quantity of three thousand five hundred pounds of tobacco & Caske to him in hand payd by th<sup>e</sup> said Michaell Minock th<sup>e</sup> receipt whereof the said Ed-

mond Lyndsy doth hereby acknowledge and thereof and of every part & parcell thereof doth hereby absolutely & clearly exonerate & discharge the Said Michaell Minock his heyres Execut<sup>rs</sup> Adm<sup>rs</sup> & assigns by these p<sup>r</sup>sents give grant Bargaine Sell Enfeofee and confirm unto him th<sup>e</sup> said Michaell Minock his heyres and assigns forever, part of that parcell of land Called by th<sup>e</sup> name of S<sup>t</sup> Edmonds lyeing in Charles County, granted unto the said Edmond Lyndsy as by Pattent beareing date th<sup>e</sup> tenth day of March 1670 Begining at a bounded oke th<sup>e</sup> Southermost Bound tree of a parcell of the said Tract of Land Sold unto John Douglas Gent runing thence South one hundred & fifty p<sup>ch</sup>es to a bounded whyte oke Standing by the mayne fresh side w<sup>ch</sup> runns into Portobacco Creek thence East to a bounded oke, thence North one hundred & fifty p<sup>ch</sup>es to a bounded oke Standing by a Branch Side a Bound Tree of John Douglas thence bindeing upon th<sup>e</sup> Said Douglas to the first bound Tree, Containeing and now laid out for one hundred & fifty Acres more or less now in the Tenure or occupa<sup>co</sup>n of him the said Michaell Minock together w<sup>th</sup> all th<sup>e</sup> Rights Members thereunto belonging or in any manner of wayes appertaineing To Have & To Hold the said parcell of Land and all and Singular th<sup>e</sup> before Bargained p<sup>r</sup>misses unto him the said Michaell Minock his heyres and assigns forever to the onely propper use and behoofe of him the said Michaell Minock his heyres and assigns forever, and I the said Edmond Lyndsy for my Selfe my heyres Executors and Adm<sup>rs</sup> doe hereby Covenant & grant to and w<sup>th</sup> the said Michaell Minock his heyres and assigns th<sup>t</sup> I the said Edmond Lyndsy my heyres Executors & Adm<sup>rs</sup> the said parcell of Land and all other the Before Bargained p<sup>r</sup>misses unto him the said Michaell Minock his heyres and assigns ag<sup>t</sup> all p<sup>so</sup>ns w<sup>so</sup>ever Shall and will forever defend by these p<sup>r</sup>sents The Rents and Services hereafter to become due to th<sup>e</sup> Lord Proprietary for the Same allwayes excepted and foreprized, and farther th<sup>t</sup> the said Edmond Lyndsy his heyres and assigns, Shall and will from tyme to tyme and att all tymes hereafter dureing the space of Seven yeares at the reasonable request and at th<sup>e</sup> propper Cost and charge of him the said Michaell Minock in the Law his heyres and assigns make doe execute and Suffer and cause to be made done executed and Suffred all and every Such farther act or acts thing or things devise or devices assureance or assureances w<sup>so</sup>ever requesite in th<sup>e</sup> p<sup>r</sup>misses for the better assureing and the more Sure makeing the said Bargained p<sup>r</sup>misses unto him the said Michaell Minock his heyres and assigns forever Bee it by enrollm<sup>t</sup> of these p<sup>r</sup>sents Fine Feofm<sup>t</sup> or otherwise, or by any Such other lawfull wayes or meanes as by him the said Michaell Minock his heyres and assigns or his or theyre Councell learned in the law Shall be reasonably devised advised or required In Witness whereof the parties above men<sup>co</sup>ned have inter-

Liber E

[fol. 88]

Liber E changeably Sett theyre hands & Seales the day & yeare first above  
written

Edmond Lyndsy (locus  
Sigilli)

Signed Sealed & delivered  
in the p<sup>r</sup>sence of

Rich: Edelen

Jonathan Marler

Received then of Michael Minocke th<sup>e</sup> full & just sume of fifty foure  
pounds of Tobacco it being in full for th<sup>e</sup> rent of on hundred &  
fifty acres of Land Called S<sup>t</sup> Edmunds, w<sup>th</sup> th<sup>e</sup> alienation

p<sup>r</sup> mee John Allen Sheriffe

In a certaine matter of difference depending betweene Hen: Moore  
Plantiffe and Peter Renare Def<sup>t</sup> the Pl<sup>t</sup> not haveing his declaracon  
ready craved a reference untill the next Court w<sup>ch</sup> was granted;

In a certaine Matter of difference depending between Barnard  
Hamy Plantiffe and Ann Fowke Def<sup>t</sup>, th<sup>e</sup> Pl<sup>t</sup> not appeareing in two  
Courts th<sup>e</sup> Comishoners ordred th<sup>e</sup> Suite to fall

[fol. 89] M<sup>r</sup> John Stone p<sup>r</sup>sents a Serv<sup>t</sup> to th<sup>e</sup> Court to be adjudgd of his  
age, who is named Will<sup>m</sup> Davies who is adjudged to Serve Six yeares

In a matter of difference depending betweene John Grubb Plantiffe  
& Fra: Kylborne & Eliza: his wife Def<sup>ts</sup> the Plant<sup>f</sup> produceth this  
ensueing Bill (viz<sup>t</sup>)

Know all men by these p<sup>r</sup>sents th<sup>t</sup> I Eliza: Johnson of Charles  
County in the Province of Maryland doe owe unto John Grubb the  
just quantity of one Hundred & twenty pounds of tobacco to be paid  
at or upon the tenth of October next as witness my hand and Seale  
this 14<sup>th</sup> of March 1670

Eliza: Johnson (locus  
Sigilli)

Witness James Martin

Tho: Helgar

The plaintiffe also p<sup>r</sup>ferrs his Declaracon as followeth

Charles County ss: John Grubb Complayneth ag<sup>t</sup> Fra: Kylborne  
and Elizabeth his wife formerly called Eliza: Johnson of a plea th<sup>t</sup>  
they render unto him the Sume of one hundred and twenty pounds  
of tobacco w<sup>ch</sup> they owe &c.

And whereupon the said John Grubb by his Attorney Sam: Cressy  
Complaynes ag<sup>t</sup> the Said Fra: and Eliza: his wife for th<sup>t</sup> whereas  
the said Eliza: dureing the tyme th<sup>t</sup> Shee was Sole (viz<sup>t</sup>) Before  
the intermarrage of th<sup>m</sup> the Said Fra: & Eliza: by a certaine Obligacon  
und<sup>r</sup> her hand & Seale Beareing date th<sup>e</sup> fourteenth day of  
March 1670 Did becom bound to pay on the tenth of October next  
ensueing the sume of one hundred and twenty pounds of tobacco and  
Caske unto the said John or his assignes as by the said writeing  
here in Court p<sup>r</sup>duced more playnely it may appeare Yet the Said



Eliza: durement the tyme of her Widdowehood nor the said Francis, Liber E  
and Since theyre Marriage the said Summe of 120<sup>th</sup> of tob<sup>l</sup> Although  
often thereunto required have not Satisfied But doe refuse to pay th<sup>e</sup>  
same to the damage & Injury of the said John whereupon he is  
damned & hath loss to the value of two hundred pounds of tobacco  
and thereupon he brings his Suite;

th<sup>e</sup> Def<sup>ts</sup> doe acknowledge th<sup>e</sup> Bill to be her act and Deed, where-  
upon they Confess a Judgm<sup>t</sup> for th<sup>e</sup> debt;

The Plant<sup>f</sup> p<sup>r</sup>ferrs this ensuing Bill of Cost (viz<sup>t</sup>)

	fb tob <sup>l</sup> :
To Attornyes fees.....	o6o
To 3 dayes attendance.....	90
	<u>150</u>

which Bill of Cost the Court allowed of

Fra: Kylborne and Eliza: his wife doe Crave references in two  
accons Comenced ag<sup>t</sup> them by Sam: Cressy w<sup>ch</sup> is granted;

The Comishoners have allso granted that th<sup>e</sup> Attachm<sup>t</sup> continue  
in the difference depending betweene Benj<sup>a</sup> Rozer and Joseph Caley

Major Thomas Brooks and Ellinor his wife doe acknowledge a  
Tract of Land unto Zachary Wade and Randolph Hanson

This Indenture made the 12<sup>th</sup> day of November Anno: Dñi 1670,  
Betweene Thomas Brooke of the County of Calvert in the Province  
of Maryland Gen<sup>t</sup> of th<sup>e</sup> one part and Zachary Wade of Charles  
County and Randolph Hanson of St Maryes County in the Province  
aforesaid Gen<sup>t</sup> of the other part Witnesseth, That the said Thomas  
Brooke as well for & in considera<sup>o</sup>n of twenty four Thousand  
pounds of tobacco to him in hand paid by th<sup>e</sup> said Zachary Wade  
and Randolph Hanson p<sup>d</sup> The receipt whereof the said Tho: Brooke  
doeth hereby acknowledge and himselfe therew<sup>th</sup> to be fully Satisfied [fol. 90]  
contented & paid and thereof and therefrom and of and from every  
part and parcell thereof doth acquitt and discharge the said Zachary  
Wade & Randolph Hanson theyre Heyres Executors & Adm<sup>rs</sup> by  
these p<sup>r</sup>sents, As allsoe for divers other good Causes him thereunto  
mooveing Hath Bargained Sold aleened enfeofeed assigned and Sett  
over, And by these p<sup>r</sup>sents doth fully clearly and absolutely Bargaine  
Sell aleen enfeofee assigne and Sett over unto Zachary Wade and  
Randolph Hanson theyre heyres and assignes forever all th<sup>t</sup> parcell  
or Tract of Land Scituate lyeing and Being in Charles County and  
Called Locust Thickett Beginning at a Bounded oke Standing in the  
Woods on the South Side of a Creek Called Keescompkum Creeke  
and about halfe a myle distant from the side of the said Creeke and  
runing North East and by East Sixty pches to an Oke marked w<sup>th</sup>  
fowr kotchies from thence runing East nynety pches to another

**Liber E** marked whyte oke and from the said Oke South East fifty perches to another marked whyte Oke and from the said Oke East one hundred and Sixty perches to another marked Oke Standing at the head of a Small Branch issueing out of the aforesaid Creeke bounded by the said Branch as runing as the said Branch runns viz<sup>t</sup> North East fifty pches, North North East Sixty perches and North one hundred and thyrty perches to a whyte Oke marked w<sup>th</sup> 4 Knotches Standing on the North Side of the said Runn and from the said Oke runing by the other side of the said Runn East North East one hundred and Sixty perches to a bounded whyte oke bounded on the East by a lyne drawne North Seventy five perches to a whyte oke Standing on the side of a Hill bounded on the North by a lyne drawne west for the length of fifty perches unto a Branch bounded by the said Branch and runing w<sup>th</sup> th<sup>e</sup> said Branch eighty pches to a bounded whyte oke Standing by th<sup>e</sup> side thereof, and from the said Oke runing west South West one hundred and Sixty perches to an Oke marked w<sup>th</sup> fowre knotches Standing in runing w<sup>th</sup> the said Branch North North west thyrty perches to a marked Beech Tree Standing in the said Branch from thence west eighty pches to an Oke upon a Barren Plaine and from the s<sup>d</sup> Oke ruing West South West two hundred pches to a bounded whyte Oke Standing neare the side of a path and from the said Oke by a lyne drawne over the above said Keescompkom Creeke to the first bound Tree Containeing one Thousand & Sixty Acres more or less w<sup>th</sup> all and Singular th<sup>e</sup> houses buildings Orchards Gardens Pastures feedings wayes water Courses Woods underwoods proffitts and Comodetyes and appurtenances to the said p<sup>r</sup>misses or any part or parcell belonging or anywise appertaineing And allsoe all the Rights Estate Intrest use propty Possession revercon Clayme and demand of him th<sup>e</sup> Said Thomas Brooks of and in the Same Together w<sup>th</sup> all Deeds writteings Evidences manuscripts or papers touching or Concerning the same or any part or parcell thereof To Have and to Hold the afores<sup>d</sup> parcell of Land and all and Singular other the p<sup>r</sup>misses before granted Bargained and Sold w<sup>th</sup> theyre and every of theyre Rights Members and appurtenances w<sup>so</sup>ever unto the said Zachary Wade and Randolph Hanson theyre Heyres and assignes forever And the Said Tho: Brooke doth for himselfe his heyres Executors and Administ<sup>rs</sup> Covenant promise and grant to and w<sup>th</sup> the said Zachary Wade and Randolph Hanson theyre heires Executors and Adm<sup>rs</sup> & assignes th<sup>t</sup> he the said Thomas Brooks now is lawfully and justly possest of a just and due Title in Law of and in the before Bargained p<sup>r</sup>misses and hath full and absolute power to Bargaine Sell and assure the same and th<sup>t</sup> th<sup>e</sup> p<sup>r</sup>misses now are and forever hereafter Shall be and Continue free and freely and clearly exonerated and discharged of and from all and Singular and other bargaines Sales gifts Grants Leases Rents Rent charges Arreareages of Rents Mortgages Joyntures Dowers Claims demands and Icumbrances w<sup>so</sup>ever by

[fol. 91]

him them or any of them formerly Had done or comitted, And the said Thomas Brookes doth for himselfe his heyres Executors and Adm<sup>rs</sup> the aforesaid parcell of Land

Liber E

(\*)

1672: November th <sup>e</sup> 13 <sup>th</sup> Charles County Levy D <sup>r</sup>	1b to 5
To the Chancellor for th <sup>e</sup> County Comission.....	0720
To Francis Fernly for Eliza: Fish.....	0400
To M <sup>r</sup> Henry Adams Short allowed him the last yeare for th <sup>e</sup> County weights & Measures.....	0400
To Thomas Warner for entertaineing a Sick p <sup>erson</sup> untill this Court .....	0400
To Mary Willson allowed her.....	0800
To Benj <sup>a</sup> Rozer for his peti <sup>tion</sup> .....	0400
To Benj <sup>a</sup> Rozer for the Comishoners expences whilst th <sup>e</sup> Court was kept at his house.....	0450
To Ignatius Causine for 3 Inquisi <sup>ti</sup> ons.....	0750
To Thomas Warner for his undertakeing to cleare th <sup>e</sup> County of th <sup>e</sup> trouble and charge of William Ward..	2000
To Thomas Gally for a Wolfs head.....	0100
To M <sup>r</sup> Zachary Wade for 2 wolfs heads.....	0400
To Edward Ming for a Wolfs head.....	0200
To John Wheeler for a Wolfs head.....	0200
To Thomas Stone for 2 Wolfs heads.....	0400
To Nathaniell Eaton for for a Wolfs head.....	0200
To Thomas Craxon a Wolfs head.....	0200
To John Allen 2 Wolfes heads.....	0400
To Daniell Russell a Wolfes head.....	0200
To James Waker 2 Wolfes heads.....	0400
To M <sup>r</sup> Rob <sup>t</sup> Henly 2 Wolfs heads.....	0400
To Fra: Greene a Wolfs head.....	0200
To Cap <sup>m</sup> Gardner a Wolfs head.....	0200
To M <sup>r</sup> Henry Adams a Wolfs head.....	0200
To Henry Moore for to build a C <sup>ourt</sup> house.....	10000
To Wiff Nevill for a Wolfs head.....	00200
	<hr/>
	20220
To th <sup>e</sup> Sheriff for Sallary at 10 <sup>th</sup> p 100 <sup>th</sup> .....	2022
	<hr/>
	22242
P Contra Cred <sup>r</sup>	1b to 5.
By 722 taxable p <sup>erson</sup> s at 31 <sup>th</sup> to 5 p pole is.....	22242

[fol. 92]

and all and Singular other the p<sup>re</sup>misses before granted bargained and Sold w<sup>ith</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> Said Zachary Wade and

\* The clerk here breaks sequence at the bottom of a page and on the next two pages inserts the tax levy, afterward resuming the record of the broken deed.

Liber E Randolph Hanson theyre Heyres and Assignes forever and every of them Shall and may by force and virtue of these p<sup>r</sup>sents from tyme to tyme and at all tymes hereafter lawfully and quietly Have Hold use Occupie possess and enjoy the said Land and all and Singular th<sup>e</sup> before granted p<sup>r</sup>misses w<sup>th</sup> theyre and every of theyre Rights Members and appurtenances, and Have receive and take th<sup>e</sup> rents and profitts thereof to theyre owne propper uses and behoofs w<sup>th</sup>out any manner of lett trouble evic<sup>ti</sup>on or interrup<sup>ti</sup>on of or by th<sup>e</sup> said Tho: Brooks his heyres Executo<sup>rs</sup> Adm<sup>rs</sup> or assignes or any of them or of or by any other p<sup>er</sup>son or p<sup>er</sup>sons w<sup>h</sup>soever The Rents and Services Which from henceforth from tyme to tyme for and in respect of the first men<sup>ti</sup>oned p<sup>r</sup>misses hereby Sold Shall grow due and payable to th<sup>e</sup> Cheife Lord or Lords of the fee or fees thereof for or in respect of theyre Seignorie or Seignories onely excepted and foreprized, And the said Tho: Brooke doeth farther Covenant and promise th<sup>t</sup> he the Said Tho: Brooks his heyres Executors and Administrators Shall and will from tyme to tyme and at all tymes hereafter dureing

[fol. 93] th<sup>e</sup> Space of Seven Yeares next ensuing the date hereof upon the reasonable request and at the Cost and charge in the law onely of the said Zachary Wade and Randolph Hinson theyre Heyres Executors Adm<sup>rs</sup> or assignes make Seale Convey and deliver Such farther assureance or assureances for the Before bargained p<sup>r</sup>misses as th<sup>e</sup> Said Zachary Wade and Randolph Hanson theyre Heyres Executors Adm<sup>rs</sup> or assignes or any of them or any of theyre Councell learned in the Law Shall him the Said Brooks his heyres Executors or Adm<sup>rs</sup> or any of them thereunto require In witness hereof the parties afore-said to these p<sup>r</sup>sent Indentures have put theyre hands and Seales th<sup>e</sup> day and yeare first above written

Tho: Brook (locus  
Signed Sealed & delivered Sigilli)

in th<sup>e</sup> p<sup>r</sup>sence of  
Henry Neale  
Rich Edelen

In a Certaine matter of Difference depending between Jonathan Marler Plaintiff and Thomas Hays Def<sup>t</sup> The Plaintiff p<sup>r</sup>fers his Declara<sup>ti</sup>on, (as followeth)

And whereupon the Said Jonathan Complaines ag<sup>t</sup> the said Thomas for th<sup>t</sup> whereas Some tyme in May last past the Said Thomas the Planta<sup>ti</sup>on of him the said Jonathan w<sup>th</sup> one how helve did Strike and beat a Serv<sup>t</sup> of him the said Jonathan named Eliz<sup>a</sup> Thompson and then and there when he had first w<sup>th</sup> the Said how helve Strucken her down to the Ground w<sup>th</sup> his foote and Shoe did kick her Soe th<sup>t</sup> he lamed her and Caused her legg w<sup>th</sup> the Bruise to Swell and afterwards break out into a Soare Whereby the said John is Damnified as well th<sup>e</sup> Sum<sup>e</sup> of five hundred pounds of tobacco w<sup>ch</sup> he the Said Jonathan is constrained to pay to a Chyrurgeon for the Cure of the

Said legg as likewise for th<sup>t</sup> th<sup>e</sup> said Serv<sup>t</sup> was Incapable of performing his the said Jonathans Service as formerly and as Yet Complains of a payne in the Said legg Soe th<sup>t</sup> he the Said Jonathan Sayes th<sup>t</sup> he hath loss and is damnefied to the Value of one thousand pounds of to<sup>b</sup> and thereupon he Bringes his Suite :

Liber E

Eliza : Thompson Sworne on behalfe of th<sup>e</sup> Plt<sup>f</sup> Who Declares, th<sup>t</sup> Some tyme in May last did w<sup>th</sup> one how helve Strike her downe to th<sup>e</sup> Ground and then kicked her legg and beate her Soe much th<sup>t</sup> Shee Could not rise from th<sup>e</sup> place where Shee lay, and farther declares th<sup>t</sup> th<sup>e</sup> kick th<sup>t</sup> he gave her legg Caused it to be Soe Sore th<sup>t</sup> Shee Could not walke about her Masters buisness, and farther Cannot Say

Hen : Hardy Sworne on th<sup>e</sup> Plt<sup>fs</sup> Behalfe Whoe declares th<sup>t</sup> he Saw th<sup>e</sup> said Serv<sup>t</sup> on Whitsuntide, and then at th<sup>e</sup> Plantacon Saw her legg bleed much, and th<sup>t</sup> Shee the Said Serv<sup>t</sup> tould him Shee might thanke Tho : Hayes for her Sore legg

John Lemayre Sworne, and declares, th<sup>t</sup> at th<sup>e</sup> request of Jonathan Marler he went to looke after th<sup>e</sup> Said Serv<sup>ts</sup> legg and th<sup>t</sup> Shee then tould him that th<sup>e</sup> Sore bread of it Selfe and farther Sayes not,

Whereupon th<sup>e</sup> Worshippfull Comishoners have ordred th<sup>t</sup> a Non Suite be entred ag<sup>t</sup> th<sup>e</sup> Plt<sup>f</sup>

The Df<sup>t</sup> p<sup>r</sup>ferreth this ensuing Bill of Cost to th<sup>e</sup> Court w<sup>ch</sup> is [fol. 94] allowed of

To Tho : Hays for one days attendance.....	30
To John Kymborough p ditto.....	30
To Attorneys fees.....	60

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 120

In a Certayne matter of Difference depending between Sam : Cressy Plan<sup>f</sup> and Fra : Kylborne & Eliza : his wife Df<sup>ts</sup> th<sup>e</sup> Plaintiffes Declaracon is read in Court as followeth

Charles County ss: And Whereupon th<sup>e</sup> said Sam : Complayneth ag<sup>t</sup> th<sup>e</sup> Said Fra : and Eliza : for th<sup>t</sup> whereas on the 12<sup>th</sup> day of in th<sup>e</sup> 40<sup>th</sup> yeare of the Dominion of Caecilius & Annoq<sup>o</sup> Dñi 1671; and at divers dayes and tymes Since till th<sup>e</sup> 12<sup>th</sup> day of March in the Same Yeare at the Speciall instance and request of him the said Fra : he the said Sam : did draw for him the said Fra : Sevall Declaracons and Sevall tobaccos for him the Said Fra : did Demand in Consideracon whereof the Said Fra : did then assume on himselfe and to th<sup>e</sup> Said Sam : did faythfully promise to Satisfie and Content the Said Sam : when thereunto required Yet the Said Fra : although often thereunto required the Summe of five hundred pounds of tobacco has not Satisfiel but Doth altogether refuse to pay the Same, whereupon the Said Sam : Sayth he is Damnefied and hath loss to Value of Seven hundred pounds of to<sup>b</sup> : and thereupon he Brynges his Suit

**Liber E** The Pl<sup>f</sup> p<sup>d</sup>uceth his accompt w<sup>ch</sup> was read in open Court as followeth

1672 Septemb<sup>r</sup> 12<sup>th</sup>

To draweing declara<sup>o</sup>n ag<sup>t</sup> Owen Jones..... 060

To Draw: declara<sup>o</sup>n ag<sup>t</sup> Ed: Lyndsy..... 060

Novemb<sup>r</sup> 14:

To Draw: Declara<sup>o</sup>n ag<sup>t</sup> y<sup>w</sup> by Canedah..... 060

To Draw: Declara<sup>o</sup>n ag<sup>t</sup> th<sup>e</sup> Hargusses..... 060

To Draw another ag<sup>t</sup> ditto..... 060

To Draw a Declara<sup>o</sup>n ag<sup>t</sup> Smallwood..... 060

—  
360

To Draw: and fyleing Se<sup>v</sup>all Bill of Costs..... 040

To my trouble and expences in demanding Se<sup>v</sup>all 400

tobaccoes for y<sup>w</sup> up the River..... 100

—  
500

whereupon th<sup>e</sup> Comishoners thought fitt to put difference to a Jury if both parties were willing; Both parties consenting this ensuing Jury were impannell viz<sup>t</sup>

Meverall Hulse foreman

Tho: Craxon

Clemet Thompson

Tho: Hayes

Nathan: Bently

Rob<sup>t</sup> Fowk

Michael Minock

John Waters

Tho: Maris

John Posey

Hen: Hardy

Tho: Pope

Which Jury brought in this ensuing Virdict That th<sup>e</sup> Def<sup>ts</sup> pay 500<sup>lb</sup> of to<sup>b</sup> w<sup>th</sup> Costs

whereupon th<sup>e</sup> Comishoners ordred Judgm<sup>t</sup> to be entred for th<sup>e</sup> Same ag<sup>t</sup> the Def<sup>ts</sup>

The Plant<sup>f</sup> p<sup>r</sup>ferreth this ensuing Bill of Cost

1b to<sup>b</sup>

To Att<sup>r</sup> two Courts 2 dayes Each Court..... 120  
w<sup>ch</sup> Bill of Cost th<sup>e</sup> Court allowed of

In an other matter of Difference depending between Sam: Cressy Plant<sup>f</sup> and Fra: Kylborne and Eliza: his wife Def<sup>ts</sup> both parties appearing the Plan<sup>ts</sup> Declara<sup>o</sup>n is read as followeth

[fol. 95] Charles County ss: Fra: Kylborn and Eliza: his wife Administ<sup>x</sup> of the goods and Chattells of Daniell Johnson deceased were attached to answeare unto Sam: Cressy of a plea of trespas on the Case; And whereupon the said Sam: Complayneth ag<sup>t</sup> the Said Fra: and Eliza: his wife Adm<sup>x</sup> of the Goods and Chattells of Daniell Johnson deceased for th<sup>t</sup> whereas he the said Sam: on th<sup>e</sup> eighth day of Novemb<sup>r</sup> Anno Dñi 1669 and at divers dayes and tymes Since till the death of him

the Said Daniell happning on th<sup>e</sup> 10<sup>th</sup> of Octob<sup>r</sup> Anno 1670 or thereabouts at the Speciall Instance of him the said Dan: did write and Draw for him the Said Daniell Se<sup>v</sup>all Declara<sup>o</sup>ns Bills of Cost Conveyances &c, as by a p<sup>t</sup>icular accompt in Court produced may appeare for all w<sup>ch</sup> he the Said Daniell did assume and promise to Satisfie him the said Sam: when thereunto required yet never th<sup>e</sup> less th<sup>e</sup> Said Dan: in his life tyme nor th<sup>e</sup> Said Fra: and Eliza: Since his death allthough often thereunto required the Sum<sup>e</sup> of Seaven hundred and thirty pounds of to<sup>b</sup> have not Satisfied but doeth alltogether refuse to pay th<sup>e</sup> Same whereupon the Said Sam: Sayeth he is damnefied and hath loss to th<sup>e</sup> Value of 1000<sup>th</sup> to<sup>b</sup>: & thereupon he brings his Suite

Liber E

The Plant<sup>f</sup> produceth this ensueing accompt

Imprimis: To draweing 2 Declara <sup>o</sup> ns ag <sup>t</sup> Nath <sup>n</sup> Barton..	120
To draweing a Decla: ag <sup>t</sup> Jo <sup>n</sup> Robeson.....	060
To draw: a Decla: ag <sup>t</sup> Jn <sup>o</sup> Barns.....	060
To draw: a Decla: ag <sup>t</sup> Hen: Moore.....	060
To draw 2 decla: ag <sup>t</sup> Sam: Fendall.....	120
To draw a Decla: ag <sup>t</sup> Rob <sup>t</sup> Clarke.....	060
	<hr/>
	480
To Draw: Se <sup>v</sup> all Bills of Costs.....	050
To Draw a payre of Conveyances.....	200
	<hr/>
	730

This Difference by th<sup>e</sup> Consent of both partyes was allso put to A Jury whose names are hereunder written

Meverall Hulse foreman	Clement Thompson
Nathan Bently	Michael Minock
Tho: Maris	Thomas Craxon
Thomas Hayse	Rob <sup>t</sup> Fowk
John Waters	John Posy
Hen: Hardy	Tho: Pope

which Jury Brought in this ensueing Virdict that th<sup>e</sup> Plaintiff pay Cost of Suit by reason there was noe Cause of ac<sup>o</sup>n

The Def<sup>t</sup> p<sup>r</sup>ferrs his Bill of Cost to th<sup>e</sup> Court

The Worshippfull Comishoners findeing it to be Just allowed of it

To 4 days attendance.....	120
To Attorneys fees.....	060
To a Non Suite.....	050
	<hr/>
	230

In a Difference Depending Between Sam: Cressy Pl<sup>t</sup> and Fra: [fol. 96] Kylborn and Eliza: his wife, both th<sup>e</sup> Plant<sup>f</sup> and Def<sup>ts</sup> appeareing The Plant<sup>fs</sup> Declara<sup>o</sup>n is read as followeth:

**Liber E** Charles County ss: Fra: Kylborn and Eliza: his wife were attacht to answeare unto Sam: Cressy of a plea of trespass on the Case

And Whereupon the said Sam: Complaynes ag<sup>t</sup> the Said Fra: and Eliza: his wife otherwise Called Eliza: Johnson for th<sup>t</sup> whereas Some tyme in June Anno Dñi 1669 or thereabouts the said Eliza: haveing then absented her Selfe from Dan: Johnson then her Husband and haveing then noe place of Residence or aboade But wandring from place to place at her Speciall Instance and request the said Sam: Cressy received harboured and entertained her in his house and there did provide her dyett and attendance dureing the tyme of her Sickness untill th<sup>e</sup> 26<sup>th</sup> day of Septemb<sup>r</sup> in the same Yeare to th<sup>e</sup> Value of one thousand pounds of tobacco, Now Soe it is that the Said Fra: and Eliza: Kylborn then Called Eliza: Johnson Doth denye and utterly refuse to make any any Satisfac<sup>o</sup>n to him the Said Sam: for his trouble to the great damage and Injury of him the Said Sam: whereupon he sayes he is damified and hath lost to the Value of 1500<sup>lb</sup> of to<sup>b</sup>: and thereupon he brings his Suite

Both partyes Consenting the Worshippfull Comissioners thought fitt to putt this difference to a Jury of 12 men whose names are hereund<sup>r</sup> written:

Imprimis: Meverall Hulse	Nathan Bently
Clem <sup>t</sup> Thompson	Michaell Minock
Tho: Maris	Tho: Craxon
Tho: Hayse	Rob <sup>t</sup> Fowke
John Waters	John Posey
Hen: Hardy	Tho: Pope

Which Jury brought in this ensuing Virdict That th<sup>e</sup> Def<sup>ts</sup> pay 150<sup>lb</sup> of to<sup>b</sup> for Six weekes accomoda<sup>o</sup>n:

whereupon th<sup>e</sup> Comishioners ordred that Judgm<sup>t</sup> Should be entred ag<sup>t</sup> th<sup>e</sup> Def<sup>ts</sup> w<sup>th</sup> Cost of Suite

In a certaine matter of Difference depending between Benj<sup>a</sup> Rozer Plant<sup>f</sup> and Fra: Kylborne and Eliza: his wife Def<sup>ts</sup> The Plaint<sup>f</sup> and the Def<sup>ts</sup> appeareing in Co<sup>rt</sup>, th<sup>e</sup> Plaint<sup>fs</sup> Declara<sup>o</sup>n is read as followeth.

[fol. 97] Charles County ss: Fra: Kylborne and Eliza: his wife otherwise Called Eliza: Johnson were attacht to answeare unto Benj<sup>a</sup> Rozer of a plea of trespass upon th<sup>e</sup> Case

And whereupon th<sup>e</sup> said Benj<sup>a</sup> Compla<sup>y</sup>eth ag<sup>t</sup> th<sup>e</sup> Said Fra: and Eliza: his wife Admin<sup>x</sup> of the goods and Chattells of Dan: Johnson deceased for th<sup>t</sup> whereas the said Daniell Johns<sup>o</sup> in his life tyme and at the tyme of his death Stood indebted unto him the said Benj<sup>a</sup> for Sheriffs fees the Su<sup>m</sup>e of one thousand eighty five pounds of to<sup>b</sup> as by a p<sup>t</sup>icular acc<sup>o</sup>pt in Court p<sup>d</sup>uced more playnely may appeare yet the Said Fra: and Eliza: the said Su<sup>m</sup>e of 1080<sup>lb</sup> of tobacco although often thereunto required have not Satisfied but doeth alltogether refuse to pay the Same to the great damage and Injury



of him the Said Benj<sup>a</sup> whereupon he brings his Suite and Sayes he is damnefied and hath lost to the Value of 1500<sup>th</sup> of to<sup>b</sup>: Liber E

The Plaintiff<sup>s</sup> accompt is read in Court as followeth:

To arrest and attendance on Nath <sup>i</sup> : Barton.....	055
To arrest and attend: on him in another Suit:..	055
To a non est inventus Wi <sup>tt</sup> James.....	020
To arrest & attend: John Robeson.....	055
To arrest & attend Jn <sup>o</sup> Barnes.....	055
To 3 Subp <sup>a</sup> in ditto ac <sup>on</sup> .....	030
To arrest and attend: Ralph Coats.....	055
To arrest and attend: Rob <sup>t</sup> Clarke.....	055
To arrest and attendance on Sam: Fendall.....	55
To arrest and attend: on ditto.....	055
To Serveing an execu <sup>on</sup> on ditto.....	100
To 5 dayes imprisonm <sup>t</sup> .....	100
To a non est inven <sup>t</sup> . Wi <sup>tt</sup> Boyden.....	020
To a non est inven <sup>t</sup> . John Francis.....	020
To arrest and attend: Cornelius Mecarny.....	55 <sup>th</sup>
To a non est inventa Ann Fowke.....	020
To a non est inventus Cornelius.....	020
To ditto John Francis.....	020

This Difference by th<sup>e</sup> Consent of both partyes was put to a Jury whose names are hereunder written

Meverall Hulse foreman	
Clement Thompson	
Michael Minock	{ Nathan Bently
Thomas Craxon	{ Thomas Maris
Rob <sup>t</sup> Fowk	{ Thomas Hayse
John Posey	{ John Waters
Tho: Pope	{ Henry Hardy

W<sup>ch</sup> Jury brought in this ensueing virdict That the Def<sup>t</sup> pay unto th<sup>e</sup> Plant<sup>f</sup> for th<sup>e</sup> Sheriffs fees nyne hundred Sixty and five pounds of to<sup>b</sup> w<sup>th</sup> Costs of Suite

whereupon th<sup>e</sup> Comishoners ordred th<sup>t</sup> Judgm<sup>t</sup> Should be entred ag<sup>t</sup> th<sup>e</sup> Def<sup>ts</sup> according to th<sup>e</sup> Ten<sup>r</sup> of th<sup>e</sup> Virdict

The Plant<sup>f</sup> p<sup>fers</sup> this ensueing bill of Cost w<sup>ch</sup> being found to [fol. 98] be Just was allowed of viz<sup>t</sup>:

To attendance 2 Courts 2 dayes Each Court 120

John Mould was attacht to answeare unto John Harvy of a plea of trespass on th<sup>e</sup> Case

The Plaintiff<sup>s</sup> Declara<sup>on</sup> is read as followeth

And whereupon the said John Harvy complaynes ag<sup>t</sup> the said John Mould for that whereas Some tyme in May Anno D<sup>ni</sup> 1667 the Said John Harvy did Deliver unto the Said John Mould one Citterne to be glewed & mended & afterwards did Se<sup>v</sup>all tymes demand th<sup>e</sup> same

**Liber E** from th<sup>e</sup> said Jn<sup>o</sup> Mould againe, but the Said John th<sup>e</sup> Said Cittern as not delivered but doth alltogether refuse to Satisfie him the Said John Harvy for the Same whereby th<sup>e</sup> said John Harvy Sayes he is damnified & hath lost to th<sup>e</sup> value of 250<sup>lb</sup> of to<sup>b</sup> & thereupon he brings his Suite

and for proof of his declaracōn he pduceth these ensueing wittnesses

John Kymborrough Sworn aged 25 yeares or thereabout & declares; th<sup>t</sup> th<sup>e</sup> Playntif ordred him to demand the Cittern of him th<sup>e</sup> said Jn<sup>o</sup> Mould, and this Deponent Sayes th<sup>t</sup> as he was passing by th<sup>e</sup> house of him said Mould he demanded of him whether the Cithern were mended to whome the Said Mould replied that it was. But this Deponent had not Convenience to carry the Same away at th<sup>t</sup> tyme and th<sup>e</sup> Said Mould replied th<sup>t</sup> he would take noe farther charge of it and farther sayeth not

George Courtreigne Sworne & declares th<sup>t</sup> he was at the house of John Mould and th<sup>t</sup> he there Saw John Harvy and that then John Harvy asked th<sup>e</sup> said John Mould if his Cittern was mended, & th<sup>e</sup> said Mould answered him th<sup>t</sup> it was not, and th<sup>e</sup> Deponent farther Sayeth not,

Whereupon the Comishoners ordred th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> pay unto th<sup>e</sup> Playntiff one hundred pound of to<sup>b</sup> w<sup>th</sup> Costs;

The Plt<sup>f</sup> p<sup>r</sup>ferrs this ensueing Bill of Cost w<sup>ch</sup> being Just was allowed of.

To Attornyes fees.....	060
To 3 dayes attend:.....	090
To Geo: Courtreigne for Evidence Charge.....	060

Tho: Damour petiōoneth th<sup>e</sup> Court for his freedom w<sup>ch</sup> is referrd untill the next Court

Whereas there was an attachm<sup>t</sup> granted unto Roger Dickeson ag<sup>t</sup> th<sup>e</sup> Estate of Japhett Griffin in the hands of John Waters, whereupon John Waters makes oath and declares th<sup>t</sup> he has none of the Goods and Chattells of Japhett Griffin, Notw<sup>th</sup>standing it was ordred th<sup>t</sup> the attachm<sup>t</sup> Should Continue

[fol. 99] Whereas there was an attachm<sup>t</sup> granted ag<sup>t</sup> th<sup>e</sup> estate of Edward Salmon in the hands of John Posey; John Posey appeareing in Court made th<sup>e</sup> Comishoners Sensible th<sup>t</sup> Edward Salmon Stood indebted unto him in a certain Sum<sup>e</sup> of to<sup>b</sup>: whereupon the Worshippfull Comissioners ordred th<sup>t</sup> John Poseyes debt Should be first Satisfied and th<sup>n</sup> th<sup>e</sup> attachm<sup>t</sup> to continue

In a certayne matter of difference depending between Edmond Lyndsy Plant<sup>f</sup> & Fra Lyng & Ux<sup>r</sup> Def<sup>ts</sup> the playntiffs declaracōn is read

th<sup>e</sup> Def<sup>ts</sup> not haveing tymely notice craved a reference untill th<sup>e</sup> Liber E  
Next Court w<sup>ch</sup> was granted

The Sheriff being obliged by an Act of Assembly to returne to  
this Court a Jury of Inquest for the Body of Charles County to  
enquire into Such things as Shall be given them in Charge, Benj<sup>a</sup>  
Rozer Sheriff p<sup>r</sup>sented to th<sup>e</sup> Court a panell of 15 men to Serve upon  
the Said Inquest whose names are hereund<sup>r</sup> written

Imp <sup>r</sup> Robert Robins foreman	{	Daniell Mathena
John Wheeler		Nathaniell Eaton
Alexander Gallant		Robert Englosby
John Wright		John Corts
Roger Dikeson		Thomas Pope
Henry Barnes		Thomas Corker
Robert Clarke		Richd Dod
Richd Morris		

Who p<sup>r</sup>sented Elinor Warren for beading and entertaineing Thomas  
Howell for the space of Six weeks in her house and not lawfully  
married to him the said Howell:

George Henson Constable made p<sup>r</sup>sentm<sup>t</sup> of Susanna Dunn the  
Wife Thomas Dunn of the Upper County of Rappahanake in Vir-  
ginia for absenting herselfe from her said Husband and allso Philip  
Cary of Mattawoman, for entertaineing the said Susanna Dunn and  
for keepeing th<sup>e</sup> said Susanna for the space of two yeares and up-  
wards and lived together as man and wife, and shee the said Susanna  
for being delivered of a Bastard Child about a yeare Since

Henery Hawkins Constable appeared and made noe p<sup>r</sup>sentm<sup>t</sup>.

Richard Beck Constable appeared and made noe p<sup>r</sup>sentm<sup>t</sup>.

John Wornall Constable appeared and made noe p<sup>r</sup>sentm<sup>t</sup>.

Hugh Thomas appeared and made noe p<sup>r</sup>sentm<sup>t</sup>.

Benj<sup>a</sup> Marshgay appeared and made noe p<sup>r</sup>sentm<sup>t</sup>.

All Coron<sup>rs</sup> Sheriffs Justices and other Officers made their ap-  
peareance in Court according to th<sup>e</sup> Act made

The Court is adjourned untill the second tuesday in January

Francis Kylborne demands a writt ag<sup>t</sup> Mary Coates warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>e</sup>: returnable January the 14<sup>th</sup> 1672

non est inventa:

Sheriffs  
return

Ditto demands a writt ag<sup>t</sup> ditto – warr<sup>t</sup> to th<sup>e</sup> Sh<sup>e</sup> return ut Supra  
non est inventa

Sh: returne

Edward Fulser demands a writt ag<sup>t</sup> Austyne Peters warr<sup>t</sup> to th<sup>e</sup>  
Sh: return ut Supra  
non inventus

Sh: returne

Richard Faughan demands a writt ag<sup>t</sup> Sam: Eaton: warr<sup>t</sup> to th<sup>e</sup>  
Sh: ref. ut Supra  
agreed after th<sup>e</sup> arrest

Sh: returne

- Liber E Thomas Yeabsby demands a writt ag<sup>t</sup> Richard Dod warr<sup>t</sup> to Sh:  
re<sup>t</sup> ut Supra
- Sh returne: non est inventus
- Clement Thompson demands a writt ag<sup>t</sup> John Bissick: warr<sup>t</sup> to  
th<sup>e</sup> Sh re<sup>t</sup> ut Supra
- Sh returne Concordantur
- Thomas Yeabsby demands a writt ag<sup>t</sup> Kelham Magloughlin, warr<sup>t</sup>  
to th<sup>e</sup> Sh: re<sup>t</sup> ut Supra
- Sh: returne non est inventus
- John Mathewes demands a writt ag<sup>t</sup> John Hill warr<sup>t</sup> to th<sup>e</sup> Sh:  
re<sup>t</sup> ut Supra
- Sh: returne non est inventus
- Edward Maddox demands a writt ag<sup>t</sup> Tho: Warner warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup> ut Supra
- Sh: returne non est inventus
- Benj<sup>a</sup> Whitchcott demands a writt ag<sup>t</sup> Sam: Fendall warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup> ut Supra
- Sh: returne concordantur
- George Godfry demands a writt ag<sup>t</sup> Hugh Frensh: warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup> ut Supra
- Sh: returne Caepi corpus
- Thomas Allcock demands a writt ag<sup>t</sup> James Munkister warr<sup>t</sup> to  
Sh re<sup>t</sup> ut Supra
- Sh: ret. Caepi corpus
- Edmond Lyndsy demands a writt ag<sup>t</sup> Geo: Godfry warr<sup>t</sup> to Sh:  
re<sup>t</sup> ut Supra
- Sh: returne Caepi corpus
- Thomas Baker demands a writt ag<sup>t</sup> Fra: Kylborne & Ux<sup>r</sup> warr<sup>t</sup>  
to th<sup>e</sup> Sh: re<sup>t</sup> ut Supra
- Sh returne Caepi Corpora
- Francis Kylborne demands a writt ag<sup>t</sup> Owen Jones warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup> ut Supra
- Sh: returne Caepi Corpus
- Hugh ONeale demands a writt ag<sup>t</sup> Hugh Frensh and Jn<sup>o</sup> Morris  
warr<sup>t</sup> to th<sup>e</sup> Sh ut Supra
- Sh: returne Caepi corpora

[fol. 100] Att a Court held in Charles County on the second tuesday in Ja<sup>r</sup>  
Comissioners p<sup>r</sup>sent

M<sup>r</sup> Henry Adams

M<sup>r</sup> Thomas Mathews

M<sup>r</sup> W<sup>m</sup> Barton

M<sup>r</sup> Thomas Hussy

George Godfry Administrator of the goods and Chattells of Stephen Mountague deceased confesseth Judgm<sup>t</sup> unto Jervise Crump for the Sum<sup>e</sup> of eight Hundred eighty & Six pounds of to<sup>b</sup>: Liber E

George Godfry doth allsoe confess Judgm<sup>t</sup> unto John Right for th<sup>e</sup> Sum<sup>e</sup> of Seven hundred ninety and five poundes of to<sup>b</sup>:

Whereas Edward Price passed an Obliga<sup>o</sup>n to acknowledge a parcell of Land containing two hundred acres this p<sup>r</sup>sent Court he did make his appeareance according to the Ten<sup>r</sup> of his Obliga<sup>o</sup>n

It's ordred that John Mould doe remayne in the Sheriffs hands untill he Shall give good Security for his appeareance at th<sup>e</sup> next Court to be held on the second tuesday in March, there to answeare unto what Shall be then laid to his charge

It is allso ordred that th<sup>e</sup> afores<sup>d</sup> Mould give security for his appeareance at the next Court for a breach of the peace ag<sup>t</sup> one of his Lordships Officers comitted,

Hugh Frensh and John Morris were attacht to answeare unto Hugh O'Neale in a plea of trespass on th<sup>e</sup> Case, th<sup>e</sup> D<sup>f</sup>s haveing not tymely notice to p<sup>r</sup>vide his wittnesses craved a reference w<sup>ch</sup> was granted

The Court is adjorned untill the second tuesday in March

M<sup>rs</sup> Elinor Beane demands a writt ag<sup>t</sup> George Taylor, warr<sup>t</sup> to Sh<sup>e</sup>: returnable March th<sup>e</sup> 11<sup>th</sup> 1672

Caepi Corpus

Sh<sup>e</sup>: return

Rich<sup>d</sup>: Edelen demands a writt ag<sup>t</sup> Tho: Allcock: warr<sup>t</sup> to th<sup>e</sup> Sh<sup>i</sup>: re<sup>t</sup> ut Supra

cepi Corpus

Sh<sup>i</sup>: ret.

Nich<sup>d</sup> Skidmore demands a writt ag<sup>t</sup> Eliza: Young; warr<sup>t</sup> to th<sup>e</sup> Sh<sup>e</sup>: re<sup>t</sup> ut Supra

cepi Corpus

Sh<sup>i</sup>: ret.

Francis Kylborne demands a writt ag<sup>t</sup> David Thomas warr<sup>t</sup> to th<sup>e</sup> Sh<sup>i</sup>: re<sup>t</sup> ut Supra

cepi corpus

Sh<sup>i</sup>: ret.

Stephen Murfy demands a writt ag<sup>t</sup> Geo: Banks: warr<sup>t</sup> to th<sup>e</sup> Sheriff re<sup>t</sup> ut Supra

cepi corpus

Sh<sup>i</sup>: ret.

John Wood demands a writt ag<sup>t</sup> Austine Peters, warr<sup>t</sup> to th<sup>e</sup> Sh<sup>i</sup>: re<sup>t</sup> ut Supra

cepi corpus

Sh<sup>i</sup>: ret.

Austine Peters demands a writt ag<sup>t</sup> John Wood, warr<sup>t</sup> to th<sup>e</sup> Sh<sup>i</sup>: re<sup>t</sup> ut Supra

cepi corpus

Sh<sup>i</sup>: ret.

- Liber E Francis Kylborne demands a writt ag<sup>t</sup> Mary Coates warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup> ut Supra
- Sh: ret. cepi corpus
- Ditto versus ditto warr<sup>t</sup> to th<sup>e</sup> Sh: re<sup>t</sup> ut Supra
- Sh: ret. cepi corpus
- Mathyas Obryan demands a writt ag<sup>t</sup> Thomas Wenscott warr<sup>t</sup> to  
th<sup>e</sup> Sh: ut Supra
- Sh: ret. cepi
- John Wood demands a writt ag<sup>t</sup> Austine Peters, warr<sup>t</sup> to th<sup>e</sup>  
Sh: returnable th<sup>e</sup> 11<sup>th</sup> of March 1672
- Sh: re<sup>t</sup>. cepi corpus :
- John Mathews demands a writt ag<sup>t</sup> John Hill, warr<sup>t</sup> to th<sup>e</sup> Sh:  
re<sup>t</sup>. ut Supra
- Roland whyte demands a writt ag<sup>t</sup> Nicholas Skidmore, warr<sup>t</sup> to  
th<sup>e</sup> Sh: re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi
- Thomas Witter versus Philip Browne, warr<sup>t</sup> to th<sup>e</sup> Sh: re<sup>t</sup>. ut  
Supra
- Sh: re<sup>t</sup>. caepi
- Richard Edelen demands a writt ag<sup>t</sup> Tho: Gally, warr<sup>t</sup> to th<sup>e</sup> Sh:  
re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi
- James Bouser demands a writt ag<sup>t</sup> Rich Boughton, warr<sup>t</sup> to th<sup>e</sup>  
Sh re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi
- James Bouser demands a writt ag<sup>t</sup> Robert Littlepage, warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup>. ut Supra
- Sh re<sup>t</sup>. caepi
- John Munne demands a writt ag<sup>t</sup> Rob<sup>t</sup> Downes, warr<sup>t</sup> to th<sup>e</sup> Sh re<sup>t</sup>.  
ut Supra
- Sh: re<sup>t</sup>. caepi
- Thomas Pope demands a writt ag<sup>t</sup> Rich Boughton, warr<sup>t</sup> to th<sup>e</sup> Sh:  
re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi
- Solomon Ratty demands a writt ag<sup>t</sup> Rich Boughton, warr<sup>t</sup> to th<sup>e</sup>  
Sh: re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi
- W<sup>m</sup> Payne demands a writt ag<sup>t</sup> Edward Price, warr<sup>t</sup> to th<sup>e</sup> Sh: re<sup>t</sup>.  
ut Supra
- Sh: re<sup>t</sup>. caepi
- Thomas Allcock demands a writt ag<sup>t</sup> W<sup>m</sup> Pascall warr<sup>t</sup> to th<sup>e</sup> Sh:  
re<sup>t</sup>. ut Supra
- Sh: re<sup>t</sup>. caepi

John Grubb demands a writt ag<sup>t</sup> Fra : Kylborne, warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>: Liber E  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Tho: Yeabsby demands a writt ag<sup>t</sup> Rich Boughton warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Sam: Cressy demands a writt ag<sup>t</sup> Jonath<sup>n</sup>: Marler warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Ed: Maddox demands a writt ag<sup>t</sup> John Waters warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Samuell Cressy demands a writt ag<sup>t</sup> Sebright Macock warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Thomas Yeabsby versus Rich Dod, warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>: re<sup>f</sup>. ut Supra  
Sh<sup>h</sup>: re<sup>f</sup>. caepi

Zachary Wade demands a writt ag<sup>t</sup> W<sup>m</sup> Pascall warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Tho: Yeabsby demands a writt ag<sup>t</sup> John Barker warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

John Grubb demands a writt ag<sup>t</sup> Rob<sup>t</sup> Doyne warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>: re<sup>f</sup>.  
ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Hugh Macknemara demands a writt ag<sup>t</sup> Geo: Shenston warr<sup>t</sup> to  
th<sup>e</sup> Sh<sup>h</sup>: re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

James Cross demands a writt ag<sup>t</sup> John Lemair warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Edmond Lyndsy demands a writt ag<sup>t</sup> Mary Hobnell warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Jn<sup>o</sup> Helmes demands a writt ag<sup>t</sup> Kelham Maglouglin warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>f</sup>. ut Supra

Sh<sup>h</sup>: re<sup>f</sup>. caepi

Nathan Bently demands a writt ag<sup>t</sup> Nich Solby warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>f</sup>. ut Supra

Sh<sup>h</sup> re<sup>f</sup>. non inven<sup>t</sup>.

**Liber E** Sam: Cressy demands a writt ag<sup>t</sup> Rich<sup>n</sup> Ambrose warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>  
 ut Supra  
 Non est invent<sup>o</sup>.

Hugh ONeale demands a writt ag<sup>t</sup> Tho: Howell warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
 ut Supra  
 Non invent<sup>o</sup>.

John Hackister demands a writt ag<sup>t</sup> Tho: Obryan warr<sup>t</sup> to th<sup>e</sup>  
 Sh<sup>n</sup> ut Supra  
 Non invent<sup>o</sup>.

Jn<sup>o</sup> Hanson demands a writt ag<sup>t</sup> Tho: Corker warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>: ut  
 Supra  
 Non invent<sup>o</sup>.

Tho: Yeabsby demands a writt ag<sup>t</sup> W<sup>m</sup> Marloe warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
 ut Supra  
 Non invent<sup>o</sup>.

Nich<sup>n</sup>: Richardson demands a writt ag<sup>t</sup> George Athy warr<sup>t</sup> to th<sup>e</sup>  
 Sh<sup>n</sup> ut Supra  
 Non invent<sup>o</sup>.

John Grubb demands a writt ag<sup>t</sup> Rich<sup>n</sup> Ambrose warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
 ut Supra  
 Non invent<sup>o</sup>.

Jn<sup>o</sup> Thomas demands a writt ag<sup>t</sup> Fra: Thorneton warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
 ut Supra  
 Non invent<sup>o</sup>.

Thomas Yeabsby demands a writt ag<sup>t</sup> Allexander Standish warr<sup>t</sup>  
 ut Supra  
 Non invent<sup>o</sup>.

Nich<sup>n</sup> Solby demands a writt ag<sup>t</sup> Rich<sup>n</sup> Beck warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>: ut  
 Supra  
 Non invent<sup>o</sup>.

John Grubb demands a writt ag<sup>t</sup> Richard Ambrose warr<sup>t</sup> ut Supra  
 Non invent<sup>o</sup>.

Tho: Yeabsby demands a writt ag<sup>t</sup> Tho: Huddleston warr<sup>t</sup> ut  
 Supra  
 Non invent<sup>o</sup>.

Nich<sup>n</sup> Solby demands a writt ag<sup>t</sup> Tho: Obryan warr<sup>t</sup> to th<sup>e</sup> Sh<sup>n</sup>:  
 ut Supra  
 Non invent<sup>o</sup>.

Jn<sup>o</sup> Helm demands a writ ag<sup>t</sup> Kelham Magloughlin warr<sup>t</sup> to th<sup>e</sup>  
 Sh<sup>n</sup>: ut Supra  
 Non invent<sup>o</sup>.



Joseph Dorrosell demands a writt ag<sup>t</sup> Sam: Price warr<sup>t</sup> to th<sup>e</sup> Liber E  
Sh: ut Supra  
Non invent̃.

John Wright demands a writt ag<sup>t</sup> Sam: Price warr<sup>t</sup> to th<sup>e</sup> Sh: ut  
Supra  
Non invent̃.

John Lemair demands a writt ag<sup>t</sup> Nich Solby warr<sup>t</sup> to th<sup>e</sup> Sh ut  
Supra  
Non invent̃.

Daniell Mathena entreth this ensueing marke for his Daughter  
Sarah (viz<sup>t</sup>) th<sup>e</sup> right eare cropt and overkeeled and th<sup>e</sup> left eare  
overkeeled and th<sup>e</sup> tip taken of and allso a hole and a nick under th<sup>e</sup>  
sd Eare taken out

Jn<sup>o</sup> Fershing his marke (viz<sup>t</sup>) Slit on both eares and overkeeled  
th<sup>e</sup> right Eare

Francis Sherwoods marke (viz<sup>t</sup>) th<sup>e</sup> right Eare Swallow forked  
and th<sup>e</sup> left Eare cropt and two Slitts in th<sup>e</sup> crop & halfe th<sup>e</sup> under  
Slitt cutt of

Tho: Bailies marke (viz<sup>t</sup>) th<sup>e</sup> right Eare cropt & Slitt th<sup>e</sup> left  
Cropt and overhaved

Jane Thomkinsons deed of Gift by her Husband John Tomkinson [fol. 101]

To all p̃sons to whome these p<sup>r</sup>sents Shall come greeting know yee  
that I John Tomkinson of Charles County in the Province of Mary-  
land Carpenter, for divers good causes and considerãcons mee here-  
unto mooveing Have given granted and assigned over all my estate  
w<sup>t</sup>soever unto my beloved Wife Jane Tomkinson to her and her  
heyres forever, hereby giving her full power and Authority to take  
the same into her hands and Custody, in Witness whereof I have  
hereunto put my hand and Seale this Second day of October Annoq̃  
Dñi 1672 . Jn<sup>o</sup> Tompkinson (locus

Signatum Sigillatum & deliberatum

Sigilli)

in p<sup>r</sup>sentia

Edward Maddox

Luke Green

Richard Dod his Bill of Sale for one whyte horse bought of Geo:  
Beestone

This testefieth that I George Beestone of Charles County in th<sup>e</sup>  
Province of Maryland have Sold and delivered unto Richard Dod of  
the Same County Planter one whyte Gelding w<sup>th</sup> a Short tayle and  
about eight yeares of age w<sup>ch</sup> said whyte horse the aboves<sup>d</sup> George  
Beestone doth warr<sup>t</sup> both from himselfe and all manner of p̃sons  
w<sup>t</sup>soever, in witness whereof I have set my hand and Seale this 25<sup>th</sup>  
of November Annoq̃ Dñi 1672 George Beestone (locus

Testibus John Grubb

Sigilli)

Thomas Dynes

Liber E Know all men by these p<sup>r</sup>sence th<sup>t</sup> I Ann Fowke doe voluntarily give grant unto my Sonn Richard Chandler all those hoggs and Cattle that are one the Plantacon called Goose Creeke, contayneing in number twenty five both Male and female after my decease or w<sup>n</sup> th<sup>t</sup> he coms of age and all these horses and Mares that are knowne to be called his and none other w<sup>th</sup> their Ann Fowke (locus  
Testibus Rob<sup>t</sup> Robins Sigilli)  
William Chandler

Be it knowne unto all men by these p<sup>r</sup>sents th<sup>t</sup> I Ann Fowke doe give unto my three Children Gerrard Fowke Mary and Eliza : Fowke tenn head of cattell Male and Female w<sup>th</sup> their future increase beareing th<sup>e</sup> marke cropt th<sup>e</sup> right eare and a hole and a Slitt downe th<sup>e</sup> left eare and th<sup>e</sup> afores<sup>d</sup> Cattell allsoe three mares w<sup>th</sup> theyre increase to be equally divided among my Children w<sup>n</sup> they Shall come to be of age bareing th<sup>e</sup> marke branded w<sup>th</sup> F as witness my hand and Seale this 11<sup>th</sup> of March 1672 Ann Fowke (locus Sigilli)  
Testibus Rob<sup>t</sup> Robins  
Rich<sup>d</sup> Chandler

John Worland enters his marke of hoggs and Cattell (viz<sup>t</sup>) Cropt th<sup>e</sup> left eare & overkeeled and underkeled th<sup>e</sup> same eare and th<sup>e</sup> Right eare overkeeled and underkeeled

Jn<sup>o</sup> Gwirlys marke (viz<sup>t</sup>) th<sup>e</sup> right eare overkeeled and overkeeled and cropt th<sup>e</sup> left Swallow forked and underkeeled

Mary Bissikes marke cropt th<sup>e</sup> left & two Slitts & underkeeled & overkeeled & th<sup>e</sup> right Slitt & overkeeled;

Att a Court held in Charles County on th<sup>e</sup> 11<sup>th</sup> of march Anno 1672  
Comissioners p<sup>r</sup>sent;  
M<sup>r</sup> Henry Adams;

M <sup>r</sup> Thomas Mathewes	M <sup>r</sup> Jn <sup>o</sup> Stone
M <sup>r</sup> Zachary Wade	M <sup>r</sup> Tho : Hussy
M <sup>r</sup> William Barton	

William Hargesse ande Thomas Hargesse doe Acknowledge This inseeuing tract of lande unto Henery Bedford.

This Indenture made th<sup>e</sup> 9<sup>th</sup> day of march in th<sup>e</sup> one and fortieth year of the dominion of Caecilious absolute lord and Proprietary of th<sup>e</sup> Province of Maryaland and Avallon lord Barron of Baltamore Annoq 1672 Between William Hargess and Thomas Hargess both of Charles County in th<sup>e</sup> Province of Maryaland of th<sup>e</sup> one Parte and Henery Bedford of the same County and Province one th<sup>e</sup> other part Wittneseth th<sup>t</sup> the s<sup>d</sup> william Hargesse and Thomas Hargesse as well for and in Consideration of th<sup>e</sup> full and just summe of two thousand Five hundred poundes of tobacco in caske to th<sup>m</sup> in hand payd, by the s<sup>d</sup> Henery Bedford, th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup>

William Hargesse and Thomas Hargesse doth hereby acknowledge and thereof and every part & parcell thereof doth hereby absolutely and Clearly Exonerate acquit and for ever discharge th<sup>e</sup> s<sup>d</sup> Bedford his heyres Exec<sup>rs</sup> Administratours and Assignes, By thesse presentes hath given granted Bargained Aliened solde Enfeoffed and Confirmed, And by thesse presents doth give grant bargainie alienne sell enfeoffe and confirme unto him th<sup>e</sup> s<sup>d</sup> Henery Bedforde his heyres & Assignes for Ever, One hundred Acres of th<sup>t</sup> Parcell and tract of Land Called Hargesse Hope lying and being in Charles County before mentioned, And beginning att a Hicory Running North one hundred and fifteen perches to a bounded white Oake in th<sup>e</sup> west lyne of Zachya Mannour bounded one th<sup>e</sup> North of th<sup>e</sup> s<sup>d</sup> Mannor, and running East one hundred and tenne perches to a bounded gumm in A Branche of Zachaya Swamp bounded one th<sup>e</sup> East by th<sup>e</sup> runne of th<sup>e</sup> s<sup>d</sup> swamp And running as th<sup>e</sup> s<sup>d</sup> runne runneth one hundred and fifteen pearches to A Bounded Oake, and running west and by north to th<sup>e</sup> first bounded Hicory, Contayning and now layd out for One hundred Acres, w<sup>th</sup> All th<sup>e</sup> rights and benefits thereunto belonging w<sup>th</sup> All houses ediefieces and Buildings Orchardes yardes Gardens land Tenem<sup>ts</sup> feedinges Pastures woodes and underwoodes and apurtenances whatsoever belonging, And alsoe all pattents deedes Evidences and writeinges touching or concerning th<sup>e</sup> same to have and to holde th<sup>e</sup> s<sup>d</sup> parcell and tract of Land, and All and singular th<sup>e</sup> bargained Premises unto him th<sup>e</sup> s<sup>d</sup> Henery Bedforde his heyres and assignes for ever, to th<sup>e</sup> onely proper use and benefitt of him th<sup>e</sup> sayd Henery Bedford his heyres and Assignes for Ever, and the s<sup>d</sup> William Hargesse and Thomas Hargesse for their selves theyre heyres Executors and Administratours Doe hereby Covenant and grante to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Henery Bedford his heyres or Assignes th<sup>t</sup> they the said William Hargesse and Thomas Harges theyre Heyres Executors and Administratours the said Parcell of Land and all other th<sup>e</sup> bargained premises unto him th<sup>e</sup> s<sup>d</sup> Henery Bedford his heyres and Assignes against all Persons w<sup>ts</sup>oever shall and will warrant and for ever defende by thesse presents the rentes and services hereafter to become dewe and payable unto th<sup>e</sup> Lord Proprietary Alwayes Exepte and foreprized and further th<sup>e</sup> s<sup>d</sup> William Hargesse and Thomas Hargess theyre heyres and Assignes shall and will from tyme to tyme and att all times hereafter Dureing th<sup>e</sup> space of Seaven yeares Att th<sup>e</sup> reasonable request and att th<sup>e</sup> proper cost and chardge of him th<sup>e</sup> s<sup>d</sup> Henery Bedford his heyres and Assignes in lawe make doe Execute and suffer and cause to be made and done Executed or suffered all and Every such other and Further Act or Acts thinge or thinges device Or devices assurance or assurances whatsoever Requisites in the premisses, for th<sup>e</sup> better Assureing and mor sure makeing of th<sup>e</sup> said bargained premisses unto him th<sup>e</sup> s<sup>d</sup> Henry Bedford his heyres and Assignes for ever be it Inrolem<sup>t</sup>

Liber E

[fol. 102]

**Liber E** of thesse Presents fine feoffem<sup>t</sup> or otherwayes or by any such lawfull wayes or meanes as by him th<sup>e</sup> s<sup>d</sup> Henery Bedford his heyres and Assignes or his or theyre Councell learned in th<sup>e</sup> law shall bee reasonable devized advized or required, In witnesse whereof th<sup>e</sup> parties to thesse Indentures have Interchangeably hereunto sett their Handes and Seales th<sup>e</sup> day and yeare above written

Testibus John Twigges William Hargesse ○ locus  
John Gwen Thomas Hargesse ○ sigilli

Memorandum th<sup>e</sup> full and peaceable possession in livery and and Seizin of th<sup>e</sup> landes and tenem<sup>ts</sup> w<sup>th</sup>in mentioned with the appurtenances was given and delivered by th<sup>e</sup> w<sup>th</sup>in named William Hargesse and thomas Hargesse to th<sup>e</sup> w<sup>th</sup>in mentioned Henery Bedford according to th<sup>e</sup> forme and Effect of th<sup>e</sup> w<sup>th</sup>in deed th<sup>e</sup> day and year above written in th<sup>e</sup> presence of us whosse names are here under-written

Testibus John Twigges William Hargess (locus  
John Gwen Thomas Harges (locus  
Sigil)  
Sigilli)

William Boyden and Mathewe Sanders Acknowledge th<sup>s</sup> Enseweing Conveyance of land unto Francis Thornteton

This Indenture made th<sup>e</sup> 10<sup>th</sup> day of june Anoꝝ Domini 1673 Between William Boyden and Mathew Sanders of Charles County in th<sup>e</sup> province of Maryaland Planters of th<sup>e</sup> one part an Francis Thornteton of th<sup>e</sup> same county And Province Planter of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> William Boyden and Mathew Sanders as well for and in Consideration of th<sup>e</sup> summe of three thousand eight hundred poundes of tobacco and caske to th<sup>m</sup> in hand by th<sup>e</sup> s<sup>d</sup> Francis Thornteton payd th<sup>e</sup> receipte whereof th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden and Mathew Sanders doe hereby acknowledge and themselves therewith Therewith to be Fully Satisfyed contended and paid and thereof & therefrom ande of and from every parte and parcell thereof doe acquit and dischardge th<sup>e</sup> s<sup>d</sup> Francis Thornteton his heyres Execut<sup>rs</sup> and Administrat<sup>r</sup> by thesse presentes as alsoe for diverse other good causes and considerations them thereunto moveing have Bargained solde Aliened Enfeoffed Assigned and sett over and by thesse presentes doe fully clearely and absolutely Bargain sell Alien Enfeof Assigne and sett over unto th<sup>e</sup> s<sup>d</sup> Francis Thornteton his heyres ande Assignes for ever all th<sup>t</sup> Parcell or tract of land called S<sup>t</sup> Margerets Scituate lying and being in th<sup>e</sup> County afores<sup>d</sup>; beginning att A bounded peckicory standeing on th<sup>e</sup> south west side of A Branche runneing to S<sup>t</sup> Thomas Creeke standeing neare the lande of Thomas Wentworth running West fifty Perches to the bounde tree of Daniell Mathena ande William Boyden being A white Oake thence south west and by west Adjoyneing upon the Headline of W<sup>m</sup> Boyden for length one hundred sixty sixe perches to a bounded Blacke Oake

thence south east one hundred and tenn perches to a bounded red Oake, and thence untill it comes to th<sup>e</sup> first bounded tree Containing Eighty Acres more or Lesse w<sup>th</sup> All and singular th<sup>e</sup> houses buildinges Orchardes Pastures Feedings wayes watercourses woodes underwoodes proffittes Commodities and apurtenances to th<sup>e</sup> s<sup>d</sup> premises or any part or parcell thereof to th<sup>e</sup> s<sup>d</sup> premises or any parte or parcell thereof belonging or in any wise apertaining and alsoe all th<sup>e</sup> rights Estates title interest use property possession reversion clayme and demande of th<sup>m</sup> th<sup>e</sup> said W<sup>m</sup> Boyden and Mathew Sanders of and in th<sup>e</sup> same together w<sup>th</sup> All deedes writeings Evidences manuscripts or Papers touching or concerning th<sup>e</sup> same or any parte or parcell thereof To Have & to hold th<sup>e</sup> afores<sup>d</sup> parcell of lande and all and singuler other the premises before granted bargained and sould w<sup>th</sup> theyre and Every of theyre rightes members ande appurtenances w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> Francis Thorneton his heyres and Assignes for Ever, And th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden and Mathew Sanders doe for themselves theyre heyres Executors and Administratou<sup>rs</sup> covenant Promise & grante to and With th<sup>e</sup> s<sup>d</sup> Francis Thorneton his heyres Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes That they th<sup>e</sup> said William Boyden and Mathew Sanders now are Lawffully and justly Possessed of A just and dew title and clayme in law of and in th<sup>e</sup> before Bargained premisses & have Full and Absolute power to bargain sell and Assure th<sup>e</sup> same and th<sup>t</sup> the Premisses now are and for Ever after shall be and continue Free and Cleare and freely and clearly Acquitted Exonerated and dischargd of and from all & singuler former and other bargaines Sales giftes grantes leases rentes arrearages of rents rent charges morgages Jointures dowers claimes demandes and incumbrances w<sup>ts</sup>oever by them or any or of them formerly had done or committed or to be had done or comitted And th<sup>e</sup> said William Boyden & Mathew Sanders for themselves theyre heyres Execut<sup>rs</sup> or Administratours th<sup>e</sup> afores<sup>d</sup> parcell of lande and all and singular other th<sup>e</sup> premisses before granted bargained and sould w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> Francis Thorneton his heyres and Assignes for ever ag<sup>st</sup> th<sup>m</sup> th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden and Mathew Sanders theyre heyres & Assignes and ag<sup>st</sup> all and Every Person Or Or Persons w<sup>ts</sup>oever lawfully Claymeing by from or under th<sup>m</sup> or Either or any of them and ag<sup>st</sup> all other persons whatsoever shall and will warrant and for ever defende by thesse pressentes, and the said Wiff Boyden and Mathew Sanders for themselves theyre heyres Executors and Administratours doe Covenant promise grante and Agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Francis Thorntone his heyres and Assignes by thesse Presentes th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Fra: Thorneton his heyres and Assignes & Every of them shall and may by force & virtue of thesse presentes from time to tyme and att all tymes for ever hereafter lawfully Peacably and quietly have holde use occupy possess and Enjoy th<sup>e</sup> s<sup>d</sup> land & all and singuler th<sup>e</sup> before granted premises w<sup>th</sup> theyre and Every of theyre rightes

Liber E

[fol. 103]

**Liber E** members and appurtenances And have receive and take th<sup>e</sup> rentes Issues & proffittes thereof to his and theyre one proper uses and behoofes w<sup>th</sup>out any manner of lett trouble Eviction or interruption of or by th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden & Mathew Sanders theyre heyres Executors administratours or assignes or any of them or of or by any other person or Persons w<sup>so</sup>ever (The rentes and Services which from henceforth from time to time for and in respect of the first mentioned premises hereby sold shall grow dewe & Payaple to th<sup>e</sup> cheife lorde or Lords of th<sup>e</sup> Fee or Fees thereof for and in respect of theyre Seignory or Seignories onely Exepected and foreprized) In Witnesse whereof the parties aforesaid to thesse Indentures interchangeable have put theyre handes and Seales th<sup>e</sup> day and year above written

Testibus Luke Green	William Boyden (locus Sigilli)
John Boyden	Mathew Sanders (locus Sigilli)

By Virtue of th<sup>e</sup> Insewing letter of Attorney from Richard True & Anne True his Wiffe Simond Steevens doth Acknowledge a Tracte of land to John Boyden

Know All Men by thesse presents th<sup>t</sup> I Richard True of Charles county in th<sup>e</sup> Province of Maryaland Boatwright have made ordained constituted and appoynted and by thesse Presentes doe make ordayne Constitute and appointe my Trusty and well beloved Freind Simon Steevens of th<sup>e</sup> same place my true and Lawfull Attourney for me and in my name Place and stead to deliver and alsoe give graunt and make over from me and my wife Anne A Certayne parcell or Tract of lande of one hundred Acres the lande Called Nonesuch lying in th<sup>e</sup> County afores<sup>d</sup> from Wee our heyres Exec<sup>rs</sup> and Administratours unto John Boyden of th<sup>e</sup> said County to him th<sup>e</sup> Said boyden his heyres Executors and Administratours and Assignes and Wee Richard and Anne Truee doe both of us impower our s<sup>d</sup> Attorney To signe Seale and Delivery Make in open court Court att th<sup>e</sup> next Ensewing Court held in this said Charles County such sufficient deedes and Assurance of th<sup>e</sup> afores<sup>d</sup> land unto th<sup>e</sup> afores<sup>d</sup> Boyden his heyres and Assignes as in law is requisite to be done or as he th<sup>e</sup> s<sup>d</sup> Boyden by his learned Councell in th<sup>e</sup> law shall be devised or advized unto: It being for a full and valleuable consideration under hand and Seall by us already received And after th<sup>e</sup> Delivery to be made in Court and Livery and Seizing w<sup>th</sup> Possession granted of th<sup>e</sup> afores<sup>d</sup> premises by our said Attourney wee th<sup>e</sup> s<sup>d</sup> Richard and Ann True both of us do promise by thesse pressents shall be our Effectuall deed in Law to All Intentens constructions or Purposes As if the s<sup>d</sup> Richard and Anne True Had given Possession by livery and Seizing by Turfe and Twig ourselves and alsoe had delivered th<sup>e</sup> same in Court By firme deedes then and their our selves in wit-

nesse whereof we sett to our handes ande seales This 30 <sup>th</sup> day of	Liber E
Octo <sup>r</sup> Anno 1672	Richard True (locus
Testibus Ralphe Coates	Sigilli)
Thomas Bannister	Anne True (locus
	Sigilli)

Simon Steevens Acknowledgeth this enseweing Conveyance of land unto John Boyden by Virtue of a Le<sup>t</sup> of Attorney from Richard True & Anne True his wife

This Indenture made th<sup>e</sup> 11<sup>th</sup> day of March Annoq<sup>ue</sup> domini 1672 Between Richard True of Charles County in th<sup>e</sup> Province of Marya-land Boatwright of th<sup>e</sup> one party and John Boyden Of th<sup>e</sup> same County and Province Planter of the other part wittnesseth th<sup>t</sup> th<sup>e</sup> said Richard True for and in consideration of Three thousand poundes of Tobacco by bill past before th<sup>e</sup> insealing & delivery by thesse pressentes by the s<sup>d</sup> John Boyden th<sup>e</sup> receipt whereof the s<sup>d</sup> Richard True doth hereby Acknowledge and himselfe to be therewith fully satisfyed contended and Payd and therefrom doe Acquit and dischargd th<sup>e</sup> s<sup>d</sup> John Boyden his heyres Executors Administratours & Assignes hath Bargained Aliened Sould Enfeofed and sett over and by thesse presents doth fully Freely and absolutely bargain Sell Alien Enfeof Assigne and sett over unto John Boyden to him his heyres Executors Administratours or Assignes for ever all th<sup>t</sup> Parcell of land Called Nonsuch lying in th<sup>e</sup> woodes upon th<sup>e</sup> west side of th<sup>e</sup> main Fresh th<sup>t</sup> Falleth into poynten Creeke in Charles County beginning att a bounded Ash Tree standeing by the runne Run Side and runing south west for bredth th<sup>e</sup> length of fifty Perches To a bounded Oak standing att th<sup>e</sup> head of a valley called Lamberts valley boundeing on th<sup>e</sup> west w<sup>th</sup> a line drawne North west from th<sup>e</sup> said Oake for the length of three hundred and twenty perches to a bounded Oake on the North w<sup>th</sup> A line drawne North East from th<sup>e</sup> ende of the former line to a bounded Oake th<sup>t</sup> standeth att th<sup>e</sup> head of th<sup>e</sup> afores<sup>d</sup> Fresh runn thatt Falleth into Poynten Creeke on th<sup>e</sup> East w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Fresh on th<sup>e</sup> south w<sup>th</sup> the fores<sup>d</sup> south west line contayning and now layd out for one hundred Acres more or less As is Specified in patten and granted from th<sup>e</sup> Lorde Proprietary formerly unto John Lambart and sould by th<sup>e</sup> s<sup>d</sup> Lambart unto The above s<sup>d</sup> Richard True and now in th<sup>e</sup> Possession of John Boyden together with its rights members Jurisdictions and Appurtenances & Alsoe all houses Edifices building gardens Oarchardes yarges backe sides Easements tenements meedes pastures Feedinges wayes water courses proffits Commodities and appurtenances w<sup>ts</sup>oever unto th<sup>e</sup> said lande belonging or in Any wise appertaining w<sup>th</sup> all th<sup>e</sup> estate righte title interest use property Reversion use claime or demand w<sup>ts</sup>oever belongeth to him th<sup>e</sup> s<sup>d</sup> Richard True of or to th<sup>e</sup> same together w<sup>th</sup> all deedes writeinges charters manuscriptes or Edfices w<sup>ts</sup>oever touching or in any concerning th<sup>e</sup> same premisses or in

[fol. 104]

Liber E any parte or parcell thereof To Have & To hold to him the said John Boyden his heyres Exec<sup>rs</sup> Administratours and Assignes for ever and I the s<sup>d</sup> Richard True doe for my selfe my heires Executors Adm<sup>rs</sup> and Assignes covenant promise & agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> John Boyden his heyres Exec<sup>rs</sup> Adm<sup>rs</sup> and Assignes th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> John Boyden his heyres Execut<sup>rs</sup> Aminis<sup>rs</sup> and Assignes shall and may by force and virtue of thesse pressents from tyme to tyme and att all tymes for ever hereafter have holde use occupy Posses & Injoy th<sup>e</sup> before granted parcell of land All and singular th<sup>e</sup> appurtenances thereunto belonging or in any wise apertaining and have receive and take th<sup>e</sup> rentes Issues and proffittes to his & their one proper use & behoofe w<sup>th</sup>out any manner of lett trouble Eviction Exquisition interruption or demand Of or by th<sup>e</sup> s<sup>d</sup> Richard True his heires Exec<sup>rs</sup> Adminis<sup>rs</sup> or Assignes or any or Either of them or of or by any other Person or Persons lawfully claiming from by or under them or any of them or of any Other person or persons w<sup>ts</sup>oever th<sup>e</sup> rents & Services w<sup>ch</sup> from henceforth from tyme to time and Att all times for & in respect of the other mentioned Premisses hereby sould shall grow dewe or Payable to th<sup>e</sup> cheife lorde or lordes of the fee or fees thereof for and in respect of his or their Seignory or Seignories onely Exepted and foreprized and th<sup>e</sup> s<sup>d</sup> Boyden to pay a fine for an Alienation of th<sup>e</sup> said land above specified or any part or parcell thereof one whole yeares Rente in silver or goold or th<sup>e</sup> full vallew thereof in such comodities As the lord Proprietary or any Officer or Officers appointed by The lord Proprietary from time to time to collect and receive As is specified in patten in witness whereof the parties aforesaid to To thesse Indentures interchangeably have putt their handes & Seales the day & yeare first above written

Testibus William Nevill  
William Boyden

Simon Steephens (locus  
Sigilli)

Thomas Allanson Acknowledge th<sup>s</sup> Ensewing Conveyance of land unto John Lambert

This Indenture made the Eight day of March Annoq̃ Domini 1672 Between Tho: Alanson of Charles County in th<sup>e</sup> Province of Maryland of the one Party and John Lambert of th<sup>e</sup> afores<sup>d</sup> County & Province of th<sup>e</sup> other Party Planter, Witnesseth th<sup>t</sup> the s<sup>d</sup> Tho: Allanson as well for and in consideration of th<sup>e</sup> quantity of of three thousand poundes of Tobacco in caske to him in hand payd by the s<sup>d</sup> John Lambert the receipt whereof the s<sup>d</sup> Tho: Alanson doth hereby acknowledge and dischardge th<sup>e</sup> s<sup>d</sup> John Lambert his heires Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes by thesse presents hath given granted bargained Aliened sold Enfeoffed and confirmed and by thesse presents doth give grante bargain sell Alien Enfeoff & confirme unto him th<sup>e</sup> s<sup>d</sup> John Lambert his heyres & Assignes for Ever part of th<sup>t</sup> parcell



of lande called Simpson Suply in charles County afore mentioned Liber E  
on th<sup>e</sup> East side of Piscatoqua river and th<sup>e</sup> South side of a creek in  
th<sup>e</sup> said River formerly Called Mattawoman butt now S<sup>t</sup> Thomas  
Creeke beginning Att a bounded white Oake standinge in line of  
M<sup>r</sup> Alanson Manner th<sup>e</sup> Bound tree of Gerrard Browne thence East  
Eighty Perches to a bounded Popler thence South and by west  
forty Perches to a bounded Oake to A bounded Oake thence South  
south west two hundred and Sixty perches to a bounded white Oake  
of th<sup>e</sup> s<sup>d</sup> manner, thence bounding upon th<sup>e</sup> s<sup>d</sup> Mannor to th<sup>e</sup> first  
bound Tree it being layd out for one hundred acres be it more or  
lesse now in th<sup>e</sup> Tenor or occupation of him th<sup>e</sup> said Tho: Allanson  
or his Assignes together w<sup>th</sup> all th<sup>e</sup> rightes and Benefites thereunto  
belongeing & alsoe all pattens deedes writings and Evidences touching  
or concerning th<sup>e</sup> same to Have And To Hold th<sup>e</sup> s<sup>d</sup> parcell of land  
& all singuler th<sup>e</sup> bargainned premisses unto him th<sup>e</sup> s<sup>d</sup> John Lambert  
his heyres & Assignes for Ever to th<sup>e</sup> onely proper use & behalfe of  
him th<sup>e</sup> s<sup>d</sup> John Lambert his heyres & Assignes for Ever and the s<sup>d</sup>  
Tho: Allanson for himself his heyres Execut<sup>rs</sup> and Administratours  
doth hereby Covenant and grant to & with th<sup>e</sup> s<sup>d</sup> John Lambert his  
heyres and Assignes th<sup>t</sup> he the said Tho: Allanson his heyres Execut<sup>rs</sup>  
& Administratours the said parcell of land and all and other th<sup>e</sup>  
bargained premisses unto him th<sup>e</sup> said John lambert his heyres and  
Assignes against all persons whatsoever shall & will warrant and for  
ever defende by thesse presents th<sup>e</sup> rentes and services hereafter to  
become deu and payable to th<sup>e</sup> lord proprietary for th<sup>e</sup> same alwayes  
Exepted and foreprized & further th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Tho: Allanson his  
heyres & Assignes shall and will from time to tyme And att All tyme [fol. 105]  
hereafter for and dureing the space of Seaven yeares att th<sup>e</sup> reasonable  
request and att th<sup>e</sup> proper chardge & cost of him th<sup>e</sup> sayd John  
Lambert in th<sup>e</sup> law his heyres and Assignes make doe Execute and  
suffer & cause to be made done Executed & suffered all and every  
such further & other Actes or actes thinges or thinges device or  
devices Assurance or Assurances w<sup>ts</sup>oever requisite in th<sup>e</sup> premisses  
for th<sup>e</sup> better Assureing & more sure makeing of the s<sup>d</sup> bargained  
Premisses unto him th<sup>e</sup> s<sup>d</sup> John lambert his heyres and Assignes  
for ever be it by Inrolement of thesse presents fine feofm<sup>t</sup> or other  
wayes or by any such lawfull wayes or meanes by him th<sup>e</sup> s<sup>d</sup> John  
Lambert his heyres or Assignes or his or theire Councell learned  
in th<sup>e</sup> law shall be reasonably devized advised or required in Witnesse  
whereof th<sup>e</sup> parties to thesse Indentures have Interchangeably here-  
unto sett their handes & seales th<sup>e</sup> day & year above written

Testibus Luke Green

Tho: Allanson (locus

Robert Cossellton

Sigilli)

Memorandum That full & peaceable possession in livery & Seizin of  
th<sup>e</sup> landes & tenements w<sup>th</sup>in mentioned w<sup>th</sup> th<sup>e</sup> appurtenance was  
given & deliverred by th<sup>e</sup> w<sup>th</sup>in named Tho: Allanson to th<sup>e</sup> w<sup>th</sup>in

Liber E named John Lambert according to th<sup>e</sup> forme & Effect of th<sup>e</sup> w<sup>thin</sup>  
 written this Eight day of June Annoq̃ Domini 1672  
 Testes Luke Green Tho Allanson (locus  
 Robertson Cossellton Sigilli)

John Cassock Acknowledgeth th<sup>s</sup> Inseuing Conveyance of Lande  
 unto John Lemaire in open Court

This Indenture made th<sup>e</sup> 29<sup>th</sup> of May 1673 Between John Cassock  
 of Charles County Planter of th<sup>e</sup> one parte & John Lemaire of th<sup>e</sup>  
 same County Chyrurgeon of th<sup>e</sup> other part, Witnesseth th<sup>t</sup> the s<sup>d</sup>  
 John Cassocke as well for & in consideration of the quantity of  
 Fourteen thousand poundes of tobacco in Caske in hande payd before  
 th<sup>e</sup> Ensealing & delivery hereof by the s<sup>d</sup> John Lemaire whereof &  
 wherewith th<sup>e</sup> s<sup>d</sup> John Cassock doth acknowledge himselfe Satisfyed  
 contented & payd and thereof & of ever part and parcell thereof doth  
 acquit, Exonerate, & dischargd th<sup>e</sup> s<sup>d</sup> John Lemaire his heires Exec-  
 ut<sup>rs</sup> Administratours, & every of th<sup>m</sup> by thesse presents, As alsoe for  
 divers other good causes & Considerations him thereunto moveing,  
 Have bargained, Granted, Sold, Assigned, Sett over, & Confirmed  
 And by thesse Pressentes doe fully, Cleerly, & absolutely grante,  
 Grante, Bargaine, sell, Assigne, sett over, & confirme unto the said  
 John Lemaire his Heires, Execut<sup>rs</sup>, Aminist<sup>r</sup> & Assignes All those  
 two Parcels of land, Scituate, lying & being in Charles County afore-  
 mentioned, To say, one parcell called (Cassocks Lop) lying in th<sup>e</sup>  
 woodes on th<sup>e</sup> East side of Portobacco Creek beginning Att a marked  
 Oake, standing in a valley by the Southermost bound Tree of A par-  
 cell of land belonging to Henery Haukins, being bounded Viz from  
 thence by a line drawne South for the length of one hundred fifty  
 seaven pearches, to A marked Oake standing on th<sup>e</sup> planes, from  
 thence by A line drawne west, for one hundred Perches to A marked  
 red Oake, from thence by A line drawne north, for one hundred  
 fifty seaven perches to a marked oake, from thence by A line drawne  
 East to th<sup>e</sup> first bounde Tree, Containing and layd out for one  
 hundred Acres, to be th<sup>e</sup> same more or lesse, As by A Patatente  
 Granted to th<sup>e</sup> afors<sup>d</sup> John Cassock for the same, under th<sup>e</sup> broad  
 seale of this province, bearing date th<sup>e</sup> 10<sup>th</sup> day of October, in th<sup>e</sup>  
 thirty seaventh year of th<sup>e</sup> Dominion of th<sup>e</sup> Dominion of Caecillius  
 afors<sup>d</sup> will appear, the other Parcell called (Lemaire's Purchase)  
 lying in th<sup>e</sup> woods Adjoyning to th<sup>e</sup> afors<sup>d</sup> parcell called Cassocks  
 Lop, beginning att a bounded red Oake, of Cassocks lop, running  
 thence binding upon Henery Hawkins, running thence north and by  
 west one hundred & sixty Perches, to A bounded Spannish Oake,  
 thence west one hundred & five perches to a bounded red Oak, upon  
 A Playne, thence south and by East one hundred & sixty perches,  
 to a bounded Oake of Cassockes lopp, thence untill it comes to th<sup>e</sup>  
 first bound tree, Containing and layd out for one hundred Acres,

be th<sup>e</sup> same more or less, As by A Certificate under th<sup>e</sup> hand of Richard Edelen deputy Surveyour, bearing date th<sup>e</sup> six<sup>t</sup> day of th<sup>s</sup> present May will appear, all and Singular w<sup>ch</sup> s<sup>d</sup> parcellls of land together w<sup>th</sup> All & singuler the houses buildings structures Or Edificies w<sup>ts</sup>oever, thereunto belonging or apertaining together w<sup>th</sup> all th<sup>e</sup> all th<sup>e</sup> Orchardes, gardens, Pastures, feedings Commons, commons of pasture, rainge for hogges, Woodes, underwoodes, water water courses, Fishinges, Fowlinges, wayes, Easements, Profittes, Commodities, & heridittaments w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> parcellls of Land belonging, or in any manner of way appertayning, To have & to holde th<sup>e</sup> s<sup>d</sup> Parcellls of land, & all and singuler th<sup>e</sup> Premisses before mentioned, to be hereby bargained, & sould, w<sup>th</sup> th<sup>e</sup> appurtenances and Every part, And parcell thereof, w<sup>ts</sup>oever before named or recited, unto th<sup>e</sup> s<sup>d</sup> John Lemayre his heyres Execut<sup>rs</sup> Administr<sup>rs</sup> Or Assignes for ever, yeelding & paying yearly the Lord Proprietaries Rent for th<sup>e</sup> s<sup>d</sup> Parcels of Land, in manner and Forme as in th<sup>e</sup> Patent<sup>es</sup> afores<sup>d</sup> Exprest and th<sup>e</sup> s<sup>d</sup> John Cassock for himselfe, his heyres Executors and Administratours doe covenant grante & agree to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> John Lemayre his heyres, Execut<sup>rs</sup> Administratours & Assignes, and Every of th<sup>m</sup> by thesse presentes th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Lemayre his heyres Executors & Assignes shall & may lawfully, Peaceably and quietly, have, hold, Occupy, Possess & Enjoy, all & singuler th<sup>e</sup> premisses, before by thesse pressentes bargained & sold, & every part & parcell thereof for ever, w<sup>th</sup> every th<sup>e</sup> rightes members, and appurtenances, w<sup>th</sup>out the lawfull lett, suite, trouble, Eviction, Expulsion, Interruption, or demand, for or by the sayd Cassock, Or for or by his heyres, Execut<sup>rs</sup> or Administratours or any or Either of them, or of or by any other Persons or Persons, Lawfully Claiming from, by, or under them, or any of them, or to their, or any of their uses, or by from or under theire or any of their title, Estate, meanes, or Procurement, as alsoe, acquitted & Discharged, or w<sup>th</sup>in convenient tyme after reasonable request made well and sufficiently saved & kept harmelesse, of and from All & All manner of former & other Bargaines, sales, Estates, former leases, Titles, Dowers, Rights or Titles of dower, Joyntures uses, Intaile, Wills, Rent chardges, rent Services, Arrearages of rent, statutes Recognizances, Judgm<sup>ts</sup> Execut<sup>rs</sup> Titles, Troubles, Chardges, & demandes, w<sup>ts</sup>oever, had, made, done, Comitted, or wittingly or willingly suffered, by th<sup>e</sup> said John Cassocke his heyres, or Assignes, or any of th<sup>m</sup>, or of or by Any other Person or Persons w<sup>ts</sup>oever, Lawfully Claiming by fr or under th<sup>m</sup> or any of th<sup>m</sup>, or to their or any of their uses, or by their or any of their Titles, Estate, meanes, Or Procurement; and th<sup>e</sup> said John Cassock For himselfe his heyres, Executors & Administratours all & Singuler the before Bargained premises, w<sup>th</sup> their Appurtenances, & Every Part & parcell thereof, unto th<sup>e</sup> s<sup>d</sup> John Lemaire his heyres, Executors, Administratours, & Assignes, to th<sup>e</sup> intent and meaning afores<sup>d</sup> shall and will warrant & for Ever

Liber E

[fol. 106]

Liber E defende by thesse presentes, In Witnesse wherof, th<sup>e</sup> Parties First above named to thesse Pressente Indentures have Interchangeably sett their handes & seales, th<sup>e</sup> day & year First above written

Testes Tho: Lomax	John Cassock	(locus
Henry Bedford		Sigilli)
Anthony Bradbree		

Memorandum th<sup>t</sup> full and Peaceable Possession of the lands & Tene-ments within mentioned w<sup>th</sup> th<sup>e</sup> appurtenances was given & Delivered by th<sup>e</sup> w<sup>th</sup>in named John Cassock, to the w<sup>th</sup>in named John Lemayre According to forme an Effect of th<sup>e</sup> w<sup>th</sup>in written deed th<sup>e</sup> 9<sup>th</sup> day of June annoꝝ Domini 1673 In Presence of us underwritten

Tho: Lomax  
Anthony Bradbree  
Henry Bedford

Came th<sup>e</sup> 10<sup>th</sup> day of June annoꝝ Domini 1673 John Cassock before us, John Stones & William Barton Junior Two of his Lordships Justices of th<sup>e</sup> peace for th<sup>e</sup> County of Charles County, & Acknowledged the w<sup>th</sup>in written Deed to be his Act & deed unto John Lemaire Chyrurgeon in presence of us

John Stone  
W<sup>m</sup> Barton junior

William Boyden acknowledgeth th<sup>e</sup> Eseweing Tract of Land to Francis Furnis

This Indenture made th<sup>e</sup> 2<sup>d</sup> day of June Annoꝝ Do<sup>m</sup> 1673 Between William Boyden of Charles County in th<sup>e</sup> Province of Maryland Planter of th<sup>e</sup> one parte and Francis Furnice of th<sup>e</sup> s<sup>d</sup> Place Cooper of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> William Boyden for & in consideration of Seaven thousand poundes of Tobacco to him in hand Payd by the said Fra: Furnice th<sup>e</sup> receipt wherof the s<sup>d</sup> W<sup>m</sup> Boyden doth hereby absolutely & clearly Exonerate, Acquitt, & discharge, th<sup>e</sup> s<sup>d</sup> Fra: Furnice his his heyres, Executors, Administra-tours & Assignes by These Pressentes hath Given, granted, bargened, Aliened Sold, Enfeofed, & Confirmed, and by thesse Pressents doe give, grante, bargaine, Alien, Enfeof, & Confirme, unto him th<sup>e</sup> said Francis Furnis, his heyres & Assignes for ever, All th<sup>t</sup> parcell of lande lying in Charles County called (Coulchester) beginning att a bounded red Oak standing in th<sup>e</sup> woods on th<sup>e</sup> south side of Matta-woman Creek, A bound Tree of A parcell of land Called S<sup>t</sup> Mar-garets Running thence southeast one hundred and Sixty perches to bound Spannish Oake by A Branch thence South west fifty Perches to A bounded white oake A bound Tree of A Parcell of Land Called Marchantailors Hall Thence west and by South two hundred and

[fol. 107] seaven perches to a bounded white Oake standing in a Branch Called Broad neck branch, thence North & by west one hundred perches to A bounded white Oke, Thence north two hundred sixty & fower perches to A bounded Oake stumpe of David Thomas, thence south & by East

two hundred eighty eight perches, to a bounded Oake thence North East one hundred perches to A bounded oake thence untill it comes to th<sup>e</sup> first bound Tree, Contayning and now layd out For, two hundred acres more or lesse, together w<sup>th</sup> all th<sup>e</sup> rightes & Benefitts thereunto belonging & alsoe all Pattents, deedes, writeings, Evidences, Touching or concerning th<sup>e</sup> same, To have & to hold the said Parcell of land, & all & singuler th<sup>e</sup> bargained premisses unto him th<sup>e</sup> s<sup>d</sup> Fra: Furnis his heyres & Assignes for ever To the onely proper use & behoofe of him th<sup>e</sup> sayd Furnis His heirs & Assignes For ever, & th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Boyden for himselfe his heyres, Executo<sup>rs</sup>, & Administratours, doth herby Covenant, & grante to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Fra: Furnis, his heyres & Assignes, th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> W<sup>ill</sup> Boyden, his heyres, Executours, & And Administratours, th<sup>e</sup> said parcell of lande, ande all Other The Bargained premisses, unto him th<sup>e</sup> s<sup>d</sup> Fra: Furnis, his heyres & assignes, ag<sup>st</sup> all persons whatsoever, shall & will warrant and for ever hereafter defende, by thesse presents, the rentes and services hereafter to become due to the Lorde Proprietary For th<sup>e</sup> same alwayes Excepted, and foreprized & Further that th<sup>e</sup> s<sup>d</sup> w<sup>m</sup> Boyden his heirs & Assignes shall and will from time to time, and att all times hereafter dureing the space of seaven yeares, att th<sup>e</sup> request & att th<sup>e</sup> proper cost, & chardge, in th<sup>e</sup> law of him th<sup>e</sup> said Fra: Furnis, his heirs and Assignes, make, doe, Execute, & suffer and cause to be made, done, Executed, & suffered, all & Every such Further and other Act or acts, thinge or thinges, device or devices, Assurance or Assurances, w<sup>ts</sup>oever in th<sup>e</sup> premises for th<sup>e</sup> better Assureing, and more sure makeing of th<sup>e</sup> before bargained Premisses, unto him th<sup>e</sup> s<sup>d</sup> Fra: Furnis his heirs & Assignes for ever, be it by inrolement of thesse pressentes fine Feofm<sup>t</sup> or otherwise, or by any other such lawfull wayes or meanes, As by him th<sup>e</sup> s<sup>d</sup> Francis Furnis, his heyres & Assignes, or his or their Councell Learned in th<sup>e</sup> law shall reasanoubly be devised, advized or required, In Wittness whereof the parties to thesse Indentures have hereunto interchangeably sett their handes & sealles th<sup>e</sup> day & yeare above written

Testibus Richard Edelen

Edward Price

William Boyden (Locus  
Sigilli)

John Bissick Acknowledgeth this inseweing Conveyance of land unt John Davis

This Indenture made th<sup>e</sup> day of June Annoq Domini 1673 Between John Bissick of Charles County in the Province of Maryaland of th<sup>e</sup> one part and John Davis of th<sup>e</sup> same County on the other part, Wittneseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Bissick as well for and in Consideration of th<sup>e</sup> Full & just summe of two Twoe thousand Five hundred poundes of tobacco in caske, in hand payd by th<sup>e</sup> s<sup>d</sup> John Davis the receipt whereof the s<sup>d</sup> John Bissick doth hereby Acknowledge, and thereof & of every part & parcell thereof doth hereby absolutely, & clearly Exonerate Acquitt, & for ever dischardge, th<sup>e</sup> said John Davis his

**Liber E** heirs Execut<sup>rs</sup> Administr<sup>rs</sup> & Assignes, by thesse pressents hath given granted bargained, Aliened Sold Enfeoffed & confirmed, & by thesse pressents doth give, grant, bargain Alien sell Enfeofe & Confirme, unto him th<sup>e</sup> s<sup>d</sup> John Davis his heyres & Assignes For Ever, One hundred Acres of lande, Called St Johns, lying and being in Charles County before mentioned between th<sup>e</sup> two beaver dammes w<sup>th</sup>in two miles of Zacheya Wade, and on th<sup>e</sup> north side of Potomock River, binding upon th<sup>e</sup> branche running out of th<sup>e</sup> damm and binding upon a white Oake Standing close to th<sup>e</sup> Roade, Contayning and now layd out for a hundred Acres more or lesse, w<sup>th</sup> all the Rights and benefits thereunto belonging, w<sup>th</sup> all houses Edifices buildings, orchardes, yardes, gardens, landes tenementes Feedings pastures woodes underwoodes and appurtenances whatsoever belonging and alsoe All Patents deedes Evidences & writeinges touching or Concerning th<sup>e</sup> same, To have & to hold the said parcell and tract of land & all & singuler th<sup>e</sup> bargained premisses unto him th<sup>e</sup> s<sup>d</sup> John Davis his heirs and Assignes for Ever, To th<sup>e</sup> onely proper use & benefitt of him th<sup>e</sup> s<sup>d</sup> John Davis his heyrs & Assignes for ever, and th<sup>e</sup> s<sup>d</sup> John Bissick for himselfe his heyres Execut<sup>rs</sup> & Administratours doth hereby covenant & grant, to & with th<sup>e</sup> s<sup>d</sup> John Davis his heyres & Assignes, th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> John Bissick his heyrs Execut<sup>rs</sup> & Administratours, th<sup>e</sup> said parcell of land & all other th<sup>e</sup> bargained premisses, unto him th<sup>e</sup> said John Davis his heyres & Assignes ag<sup>st</sup> All Persons w<sup>ts</sup>oever shall and will warrant and for Ever defende by thesse Pressentes, th<sup>e</sup> rentes and services hereafter to become dewe & payable, unto th<sup>e</sup> Lord Proprietary alwayes Excepted, & foreprized,

[fol. 108] and Further th<sup>t</sup> the Said John Bissick His heyre and Assignes shall and will from time to time, And Att all tymes hereafter dureing the space of fower yeares att the reasonable request & att th<sup>e</sup> proper chardge and cost of him th<sup>e</sup> s<sup>d</sup> John Davis his heyre and Assignes in the law make doe Execute and suffer or cause to be made done Executed or suffered, all & Every such further and other Act or Acts thinge or thinges deivice or devises Assurance or Assurances whatsoever requizite in th<sup>e</sup> Premisses, for th<sup>e</sup> better Assureinge or more sure makeinge of th<sup>e</sup> s<sup>d</sup> bargained premisses, unto him th<sup>e</sup> said John Davis his heyres and Assignes for Ever, be it by Inrolement of thesse pressentes, fine Feoffement or otherwayes or by any such lawfull wayes or meanes, As by him the s<sup>d</sup> John Davis, his heyres and Assignes, or his or their Councell Learned in th<sup>e</sup> law, shall be reasonably Devised advised or required In Witness whereoffe the parties to thesse Indentures have Interchangeably sett their handes and Seales th<sup>e</sup> day & year above written

Signed Sealed & Delivered

John Bissick (locus  
Sigilli)

In the Presence of us

Robert Warrell

John Twigges

Henery Bedford

Memorandum That full and Peaceable possession in Livery & Seizeng of th<sup>e</sup> landes & tenementes w<sup>th</sup>in mentioned w<sup>th</sup> th<sup>e</sup> appurtenances was given & delivered by the w<sup>th</sup>in named John Bissick To th<sup>e</sup> w<sup>th</sup>in named John Davis, according to th<sup>e</sup> for and Effect of th<sup>e</sup> w<sup>th</sup>in Deed th<sup>e</sup> 10<sup>th</sup> day of June Annoq 1673 in th<sup>e</sup> Presence of us whose name are underwritten,

Robert Warrell  
John Twigges

Liber E

Henry Bonner Acknowledgeth th<sup>s</sup> Inseuing conveyance of lande To Joseph Horton

This Indenture made th<sup>e</sup> 9<sup>th</sup> day of June Annoq Domini 1673 between Henery Bonner of Charles County in th<sup>e</sup> Province of Maryland of th<sup>e</sup> one party and Joseph horton of the County & Province afores<sup>d</sup>, Planter of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> the said Henery Bonner for & in Consideration of A valleuable summe of Tobacco in hande payd him by th<sup>e</sup> s<sup>d</sup> Joseph Horton the receipt whereof The s<sup>d</sup> Henery Bonner doth heerby acknowledge, and thereof and of & from Every parte & Parcell thereof doth hereby Cleerly and absolutely Exonerate acquitt & dischardge th<sup>e</sup> said Joseph Horton his heyres Executo<sup>rs</sup> Administratours and Assignes by thesse presents hath given granted Aliened Aliened Enffeofed and Confirmed, and by thesse Presents doeth give grant bargaine Alien sell Enffeooff and Confirme unto him th<sup>e</sup> s<sup>d</sup> Joseph hortons his heyres Execut<sup>rs</sup> Administratou<sup>rs</sup> & Assignes for Ever All th<sup>t</sup> Parcell of land Called (Nonesuch) lying in Charles County Afors<sup>d</sup> beginning att a bounded white Oake a bound tree of John Coates running Thence west twenty seaven Perches to A bounded Pickickcory thence North twenty five perches To A bounded Pickickcory thence East A hundred & twenty Perches bounding upon th<sup>e</sup> land of M<sup>r</sup> Thom<sup>s</sup> Lomax to A bounded Oake standing in Zachyah Swamp thence south ninety Perches to A Bounded Pickickory thence west fifty two perches To A bounded white Oake thence North bounding upon the S<sup>d</sup> Coates Lande Sixty Seaven perches to a bounded walnutte thence untill it come to th<sup>e</sup> first bound Tree Contayning & now layd out for fifty Acres more or lesse now in th<sup>e</sup> Occupation of him th<sup>e</sup> s<sup>d</sup> Bonner, together w<sup>th</sup> all th<sup>e</sup> wrightes benefitts thereunto belonging, and alsoe all pattendes deeds writteings touching or concerning the same, To Have & to hold th<sup>e</sup> s<sup>d</sup> parcell of Land and all and singuler th<sup>e</sup> bargained Premises unto him the s<sup>d</sup> Joseph Horton his heyres & Assignes for Ever to th<sup>e</sup> onely proper use & behoofe of him th<sup>e</sup> s<sup>d</sup> Horton his heyres and Assignes for Ever, and he th<sup>e</sup> s<sup>d</sup> Henery bonner For himselfe his heirs Execut<sup>rs</sup> & Administratours doth hereby Covenant and Grant to & w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Joseph Horton, his heyres & Assignes th<sup>t</sup> he the s<sup>d</sup> henery bonner his heys Exec<sup>rs</sup> & Adminis<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> parcell of lande & All other the Bargained Premisses, unto him th<sup>e</sup> s<sup>d</sup> Joseph Horton his Heyres & Assignes ag<sup>st</sup> All Persons w<sup>ts</sup>oever

Liber E shall & will warrant and by thesse presents, for Ever defend, the Rentes & Services hereafter to become dewe To the lord Propriet<sup>ry</sup> for the same alwayes Exepected & Foreprized, and the s<sup>d</sup> Henry Bonner for himselfe his heyres Executors & Administratours doth covenant to and w<sup>th</sup> the s<sup>d</sup> Joseph Horton his heyres and Assignes shall and may lawfully, Peaceably, quietly, have hold Occupy Possess and Enjoy all and Singuler the before bargained Premisses by thesse Presents and Every part & parcell thereof w<sup>th</sup> Every the Rights members and Appurtenances w<sup>thout</sup> the lawfull lette suite Trouble Eviction Expulsion Interruption or Demand or by them lawfully Claiming from by or under them or any of Them or Their Or any of Theyre uses (or Wittingly or Willingly) by from or under any of their Titles Estates meanes or procurements w<sup>ts</sup>oever had made done Committed Suffered by him the s<sup>d</sup> Henry Bonner

[fol. 109] his heyrs Execut<sup>rs</sup> or Administratours or any other Persons whatsoever shall & will warrant and for ever defend by thesse Presentes In Witnesse whereof the Parties Above named to thesse Indentures have Interchangeably Sett their handes & Seales the day & year above written  
 Signed Sealed & Delivered  
 In the Presence of us  
 John Kimbrow  
 John Lambare

Henery Bonner (locus  
Sigilli)

Charles Woolley Acklowledgeth th<sup>s</sup> Enseweing Tract of land unto John Ward

This Indenture made the 3<sup>d</sup> day of June Anno<sup>q</sup> Domini 1673 Between Charles Woolley of Charles County in the Province of Maryaland Planter of the one part, and John Ward of the s<sup>d</sup> Place Planter of the other parte Witnesseth th<sup>t</sup> the s<sup>d</sup> Charles Woolley of Charles County in the Province of Maryaland Planter for & in Consideration of two Thoo thousand fower hundred poundes of Tobacco to him in hand payd by the s<sup>d</sup> John Ward the receipt whereof the s<sup>d</sup> Charles woolley doth hereby absolutely and Clearly Exonerate, Acquit and dischargd the s<sup>d</sup> John Ward, and his heyrs, Executors, administratours & Assignes, by thesse Presents hath given Granted bargained Aliened sold Enfeofed, and Confirmed, and by thesse Presents doth give grante bargaine alien sell, Enfeofe & confirme, unto him the s<sup>d</sup> John Ward his heyres & Assignes for ever, All th<sup>t</sup> Parcell of land lying in Charles County, Called (Charles Towne) begining att a bounded white Oake standing on the south side of A Runne called Charles Runne and running Northwest two hundred & ten Perches to a bounded red Oake thence south west Seaventy and sixe Perches to A Red Oake, thence Southeast two hundred and tenne Perches to a bounded white Oake standeing by the s<sup>d</sup> Runne thence bounding w<sup>th</sup> the S<sup>d</sup> Runne as it Runneth to the fist bound



Tree, Containing and now layd out for one hundred Acres more or  
 Lesse together w<sup>th</sup> all th<sup>e</sup> rightes and benefitts thereunto belonging, Liber E  
 and alsoe All Patents, deeds, writeings Evidences touching or Con-  
 cerning the same, To Have & to Hold th<sup>e</sup> s<sup>d</sup> Parcell of land, and all  
 and Singuler the Bargained Premisses, unto him th<sup>e</sup> said John Ward  
 his heyrs and Assignes for Ever to th<sup>e</sup> onely Proper use and behoofe  
 Behoofe of him th<sup>e</sup> s<sup>d</sup> John Ward his heyres and Assignes for ever,  
 and th<sup>e</sup> said Charles woolley, for himselfe his heyres Execec<sup>ts</sup> and  
 Administratou<sup>rs</sup> doth hereby Covenant and grante to and w<sup>th</sup> th<sup>e</sup> said  
 John Ward his heyres and Assignes that he th<sup>e</sup> s<sup>d</sup> Charles Woolley  
 his heyre Execut<sup>rs</sup> and and Assignes th<sup>e</sup> s<sup>d</sup> Parcell of land and all  
 other the bargained Premisses unto him th<sup>e</sup> said John Ward his  
 heyres and Assignes against all person w<sup>ts</sup>oever shall and will warrant  
 and for ever Defende by thesse Pressente th<sup>e</sup> rentes and services here-  
 after to become Dewe to th<sup>e</sup> lord Proprietary, for th<sup>e</sup> same alwayes  
 Excepted and foreprized, and further th<sup>t</sup> the s<sup>d</sup> Charles Woolley  
 his heyres and Assignes shall and will from tyme and Att All tymes  
 hereafter, dureing the Space of seaven yeares, att th<sup>e</sup> request and  
 att the Proper cost and chardge, in th<sup>e</sup> law of him th<sup>e</sup> s<sup>d</sup> John Ward,  
 his heyres & Assignes make doe Execute & suffer, and cause to be  
 made done, Executed and suffered, All and Every such farther &  
 other Act or acts, thinge or thinges, device or devices Assurance or  
 assurances whatsoever requisite in th<sup>e</sup> premisses, unto him th<sup>e</sup> s<sup>d</sup> John  
 Ward his heyres and Assignes for Ever for the more sure makinge  
 of th<sup>e</sup> said bargained Premisses, be It by Inrolm<sup>t</sup> of thesse presents  
 fine feofment or otherwise or by any other such Lawfull wayes, or  
 means, As by him th<sup>e</sup> s<sup>d</sup> John Ward his heirs & Assignes, or his or  
 their Councell Learned in th<sup>e</sup> Law shall be reasonably devised Ad-  
 vised or required, In Witness whereof the parties to thess Indentures  
 have Interchangeably sett theyre handes and Seales the Day and  
 year above written.

Charles Woolley

Signed Sealed & Delivered

(locus

In the Presence of us

Sigilli)

Richard Edelen

Edward Price

Memorandum That Possession by Livery And Seizin by Turfe and  
 Twigge was Delivered in Presence of Richard Edelen

Jobe Corver Acklowledgeth this Inseweing Conveyance of Land  
 unto William Grant

This Indenture mad th<sup>e</sup> 4<sup>th</sup> of Jan<sup>ry</sup> Annoq Domini 1672 Be-  
 tween Jobe Corver of Charles County & Province of Maryaland  
 Planter of th<sup>e</sup> one part, and William Grant of th<sup>e</sup> County afore<sup>d</sup>  
 Planter on th<sup>e</sup> other part Witnesseth: th<sup>t</sup> the s<sup>d</sup> Jobe Corver for and  
 in consideration of th<sup>e</sup> summe of Sixe Thousand poundes of good  
 Legall Tobacco to him in hand att or before th<sup>e</sup> sealing and delivery  
 of thesse presents by th<sup>e</sup> said Wiff Grant well & Truely payd, the

[fol. 110]

**Liber E** receipt whereof he th<sup>e</sup> s<sup>d</sup> Jobe Corver doth hereby Acknowledge and himselfe therew<sup>th</sup> fully satisfied, and payd and thereof and of every part and parcell thereof doth Clearly Acquitt Exonerat & Dischardg the said W<sup>m</sup> Grant his heirs Execut<sup>rs</sup> and Administratours for Ever by theise Presents hath given granted aliened bargained Sold Enffeofed & Confirmed, and by theise present doth fully Clearly & absolutely give grant Alien sell Enfeof & Confirm unto th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heyres and Assignes For Ever, All That quantity or Parcell of Land called Jobes Comfort Scituate Lyeing and being in Charles County, and beginning att A bounded Poplar standing near a bounded Gumm, A bound Tree of William Heardes Land, on th<sup>e</sup> East side of th<sup>e</sup> mayne Fresh of Portobb: Creeke binding upon th<sup>e</sup> Said Heards land South one hundred and sixty perches to a bounded Spanish Oake standing upon A Plaine, Thence East two hundred Perches, to A bounded red Oake standing upon the said Playne, thence North one hundred & Sixty perches untill it Intersect A Parrallell drawne from th<sup>e</sup> first bound tree Contayning and layd out for two hundred Acres of Land be it more or Lesse w<sup>th</sup> all and Singular its rights members, Jurisdiccions, and appurtenances together w<sup>th</sup> All houses Edifices Buildings barnes Stables Oarchardes Gardens yarges Backsides, Easm<sup>ts</sup> landes Tenement Meddowes, Feedinges pastures woodes underwoods wayes waters watercourses Easm<sup>ts</sup> Proffits Commodities Common of Pasture hogs Raing heridittam<sup>ts</sup> and apurtenances w<sup>ts</sup>oever to th<sup>e</sup> s<sup>d</sup> land and Premises or to any parte or parcell of th<sup>m</sup> belongeing or in any wise appertaining And alsoe All th<sup>e</sup> Estate right Title intrest Use Possession property Claime & demand w<sup>ts</sup>oever of him the Said Jobe Corver of in or To th<sup>e</sup> same, and all deeds Writeings Evidences Charters transcripts of fines Court rooles Escripts and Minum<sup>ts</sup> whatsoever touching or concerning th<sup>e</sup> Premises or any Part of them or parcell of them, To Have & To hold th<sup>e</sup> said parcell of land and all and Singuler other th<sup>e</sup> Premises, hereby bargained granted & sold, w<sup>th</sup> their & every of their rights, members and Apurtenances w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heyres and Assignes For Ever to th<sup>e</sup> onely proper use and behoof of th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grante his heirs & Assignes for ever, and therefore th<sup>e</sup> s<sup>d</sup> Jobe Corber for himselfe his heirs Execut<sup>rs</sup> & administrat<sup>rs</sup> th<sup>e</sup> Said parcell of land and all other Singuler the premisses before granted bargained, and sold w<sup>th</sup> the Appurtenances to him the s<sup>d</sup> W<sup>m</sup> Grant & his heirs, to the onely proper use and behoof of the s<sup>d</sup> W<sup>m</sup> Grant W<sup>m</sup> Grante, his heirs and Assignes for Ever ag<sup>st</sup> him th<sup>e</sup> said Joab Corver his heyres and Assignes and all & Every Other person and Person whatsoever Lawfully Claiming by from or und him them or any of them shall and will warrant and for Ever Defend by thesse pressents, And the said Jobe Corver for himselfe his heyres Exec<sup>rs</sup> and Amin<sup>trs</sup> doe covenant promise grante and Agree to and w<sup>th</sup> the Said W<sup>m</sup> Grant his heyres and Assignes and Every of them by theis presents, in manner and forme forme followe-

ing that is To Say That he th<sup>e</sup> s<sup>d</sup> Jobe Corver Att the tyme of th<sup>e</sup> Liber E  
 Ensealing & delivery of theis presents is & Untill a good, pure, Per-  
 fect & absolute Estate of Inheritance of All and Singuler th<sup>e</sup> before  
 Granted premises, and Every part thereof shall be fully Vested,  
 Setled, & Executed in and upon th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heyres Accord-  
 ing To the True Meaning of These Pressents, shall remain Con-  
 tinue and Be Seized of and in th<sup>e</sup> said messuage or Tenement and  
 All and and Singuler th<sup>e</sup> Premisses, & parcell of land in and by Theis  
 presentes granted, bargained & sould w<sup>th</sup> All & Every their rightes  
 members & appurtenances of a good pure perfect And absolute Estate  
 of Inheritance, in Fee Simple w<sup>thout</sup> any Condition, Reversion, re-  
 mainder or Limita<sup>on</sup> of any use or uses Estate or Estates in or To  
 any Person or persons w<sup>ts</sup>oever to Alter, change, defeate, determinate  
 or make voyd th<sup>e</sup> same And th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Jobe Corver att th<sup>e</sup> time of th<sup>e</sup>  
 ensealing and delivery of theis presents hath full power good right  
 and Lawfull Authority To grante bargaine sell and Convey, All and  
 Singuler th<sup>e</sup> before hereby granted parcell of Landes and premises  
 w<sup>th</sup> their and Every of their appurtenances unto th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant  
 his heyres and Assignes In manner & Forme as afors<sup>d</sup> And th<sup>t</sup> he  
 th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heirs And Assignes and Every of them, shall  
 and may by force and virtue of theis presents from time to time  
 and att All times for ever hereafter lawfully, peaceably and quietly,  
 have hold use occupy Posses and Enjoy th<sup>e</sup> said parcell of land and  
 All and Singuler the before granted premisses, w<sup>th</sup> their and every  
 of their rights members and appurtenances, and have receive and  
 take the rentes Issues and proffittes, thereof to his and their one  
 proper use & behoofe for ever w<sup>thout</sup> any lawfull lett suit trouble  
 denyall Interruption Eviction or disturbance of the s<sup>d</sup> Jobe Corver,  
 his heyres or Assigne or of any other person or Persons whatsoever  
 and th<sup>t</sup> Free & cleer & Freely and Cleerly Acquitted Exonerated and  
 dischargd, or otherwise from tyme to tyme well and sufficiently  
 saved and kept harmelesse by the said Joab Corver his heirs Exec<sup>ts</sup>  
 and Administratou<sup>rs</sup> of & from all and all manner of former and  
 other Guifts, Grantes Bargaines Sales leases morgages Jointures  
 dowers Title of dower statute merch<sup>t</sup> of th<sup>e</sup> Staple recognizances  
 Extentes, Judgem<sup>ts</sup> Executions Entayles uses rents Arrearages of  
 rents, forfeitures fines Issues and amecm<sup>ts</sup> & of and from all and  
 singuler other Titles troubles chardges Demandes and Incumbrances  
 w<sup>ts</sup>oever had made committed Suffered Omitted or done by the s<sup>d</sup>  
 Jobe Corver his heyres or Assignes or by any other person or per-  
 sons W<sup>ts</sup>oever (the rentes & services w<sup>ch</sup> from henceforth from [fol. 111]  
 tyme to tyme for and in respect of th<sup>e</sup> s<sup>d</sup> land and Premisses w<sup>ch</sup>  
 shall grow dew and Payable to the Lord Proprietor of this Province  
 onely Exepte and foreprized) And Further the said Jobe Corver  
 for himselfe his heys Execut<sup>rs</sup> Adminis<sup>rs</sup> & Assignes doth covenant  
 promise grant and Agree th<sup>t</sup> the said Jobe Corver his heirs and  
 Assignes, and All and Every other Person and Persons and their

Liber E heirs lawfully Claiming & having or rightfully Pretending to have, or w<sup>ch</sup> hereafter shall or may Lawfully have or Clayme or rightfully Pretende to have any Estate, right title intres Or Demande Into or out of the Premisses or any Part or parcell of them, by from or under th<sup>e</sup> s<sup>d</sup> Jobe Corver his heyres or Assignes Shall and will from time to tyme and att all tymes for and dureing The space of Seaven yeares next Ensewing th<sup>e</sup> Date of theis Present Att & upon th<sup>e</sup> reasonable request, and Att th<sup>e</sup> costs and Chardges in th<sup>e</sup> law of th<sup>e</sup> Said Will: Grante, his heyres or Assignes make doe performe Acknowledge levy Execute & Suffer, or cause To be made done performed knowledged levyed Executed and Suffered All and every such further lawfull and reasonable Act & Acts thing & thinges device & devices assurance and Assurances & Conveyances in th<sup>e</sup> law whatsoever for th<sup>e</sup> further better & more perfect Assurance surely sure making and Conveying of All and singular th<sup>e</sup> before hereby granted or mentioned to be granted parcell of landes and premises w<sup>th</sup> their and every of their rigts members and Appurtenances unto th<sup>e</sup> said William Grant his heysr and Assigns for Ever be it by fine or fines Feofm<sup>t</sup> or feofm<sup>ts</sup> deed or deeds inrolled or not inrolled the inrolm<sup>t</sup> of theis presents recovery or recoveryes w<sup>th</sup> single or double Voucher or Vouchers release or Confirmation or by all and Every or any the wayes or meanes aforesaid or by any other wayes or means w<sup>soev</sup>r As by th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heirs or Assingnes or by his or their Councell learned in th<sup>e</sup> Lawes shall be reasonably devized advized or required so as th<sup>e</sup> s<sup>d</sup> Jobe Corver his heirs or Assignes or such other person or Persons who shall be required to make such Further Assurance be not compelled & compellable to Travell Further th<sup>n</sup> th<sup>e</sup> City of St Maries in or about th<sup>e</sup> making thereof & Lastly It is covenanted granted concluded condiscendedunt & fully agreed upon by & between th<sup>e</sup> Parties to theis Presents for th<sup>m</sup> their heirs & Assignes by theis presents, th<sup>t</sup> all fines feofm<sup>ts</sup> recoveryes & Assurances in th<sup>e</sup> law w<sup>ts</sup>oever had made levyed knowledged suffered or done or hereafter to be had made levyed Knowledged or Suffered to or done by or between th<sup>e</sup> s<sup>d</sup> Partyes to theis pres<sup>nts</sup> or any of th<sup>m</sup> of or touching or concerning th<sup>e</sup> said parcell of land & all and singular th<sup>e</sup> before hereby granted premises, w<sup>th</sup> their rights members & apurtenances & every or any part therof shall be & enure & shall construed esteemed Adjudged & taken to be & enure to th<sup>e</sup> onely proper use and behoofe of th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Grant his heirs & Assignes for ever to none other use, Intent, or Purpose w<sup>ts</sup>oever In Witnesse whereof th<sup>e</sup> parties first above named to theis present Indentures have Interchangeably sett their handes & seales th<sup>e</sup> day & year first above written Annoq 1672

Signed Sealed & Deliver

Jobe Corver (locus  
Sigilli)

In the Presence of us

Thomas Corker

Jerimiah Mocknue

Memorandum That full Possession of th<sup>e</sup> s<sup>d</sup> Land by livery and Seizin with Turfe & Twigge was Given By the w<sup>th</sup>in named Jobe Corver unto th<sup>e</sup> w<sup>th</sup>in named Wiff Grant the day and year w<sup>th</sup>in written In th<sup>e</sup> Presence of us  
Thomas Corke  
Jeremiah Mocknue

Thomas Allanson acknowledgeth th<sup>e</sup> Inseuing Conveyance of Land unto John Possey

This Indenture made th<sup>s</sup> 28<sup>th</sup> day of may Annoq Domini 1673 Between Tho: Allanson of Charles County of the one Part & John Possey of th<sup>e</sup> County & Province of Marialand Planter of the other part Witnesseth th<sup>tt</sup> th<sup>e</sup> said Tho: Allanson As well and for and in Consideration of the quantity of fower thousand pounds of tobacco in Cask And Billes being past before th<sup>e</sup> Ensealing and delivery hereof by the said John Rossey the receipt whereof The said Tho: Allanson doth heerby acknowledge and thereof and every part & parcell thereof doth hereby Absolutely and cleerly Exonerate Acquitt & dischargde the said John Possey his heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes by thesse presentes hath given granted bargained Aliened sould Enfeofed and Confirmed and by thesse Presents doth give grante Alien sell Enffeofe and Confirme unto him th<sup>e</sup> said John Possey his heyres & Assignes for ever All th<sup>tt</sup> Parcell of land called S<sup>t</sup> Johns lying in Charles County beginning Att a bounded Oake a bound Tree of A Parcell of lande Called Jerricoe, standing in th<sup>e</sup> woodes on th<sup>e</sup> East side of th<sup>e</sup> main Fresh runne of Nangemy Creek or Avon River called Poynton Creek running Thence south ninety perches To a bounded black Oake standinge neare a bounded Pickickcory of John Wardes running thence west twoo hundred seaventy sixe Peaches to a bounded red oake upon A Playne thence North one hundred and Fifty Perches to A bounded white Oake thence untill it comes to the first bound Tree, containing Two hundred Acres more or lesse Now in th<sup>e</sup> tenour or occupation of him the said Tho: Allanson or his Assignes together w<sup>th</sup> all th<sup>e</sup> rightes & benefittes thereunto belonging and Alsoe all Patents deedes writings and Evidences Touching or concerning th<sup>e</sup> same To Have and to hold th<sup>e</sup> said parcell of land w<sup>th</sup> all and Singuler th<sup>e</sup> said bargained Premisses unto him the said John Rossey his heyres & Assignes to th<sup>e</sup> onely Proper use use and behalfe of him th<sup>e</sup> s<sup>d</sup> John Rossey his heires and Assignes for Ever and the said Tho: Allanson for himselfe his heyres Execut<sup>rs</sup> or administrat<sup>r</sup> doth hereby covenant and grant to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Joh Rossey his heirs and Assignes th<sup>t</sup> he the said Tho: Allanson His heyres Executors and Administratours the said Parcell of land and alsoe all other th<sup>e</sup> Bargained Premises unto him th<sup>e</sup> said John Possey his heyres and Assignes Against All Persons whatsoever shall and will warrant and for Ever defende by thesse Pressents th<sup>e</sup> Rentes and Services heareafter to become dew to th<sup>e</sup> Lord Proprietor for the same alwayes excepted & Foreprized

[fol. 112]

**Liber E** and Further th<sup>t</sup> the said Tho: Allanson his heirs and Assignes shall and will from tyme to tyme & All tymes heereafter durence the space of seaven yeares, Att th<sup>e</sup> reasonable request and att the Proper cost and chardge of him th<sup>e</sup> said John Possey in th<sup>e</sup> law his heys and Assignes make, doe, execute, and suffer, and cause to be made done Executed & suffered All and every such Further And Other act or Actes, thinge or thinges, device or devices, Assurance or Assurances whatsoever Requisite in th<sup>e</sup> Premisses For the better Assureing and more sure making of the said bargained Premises unto him th<sup>e</sup> s<sup>d</sup> John Possey his heirs and Assignes for ever bee it by it by inolment of theis Presents Fine feofment or otherwayes or by any such Lawfull wayes or meanes as by him th<sup>e</sup> said John Possey or his Or their Councell Learned in the Law shall be reasonably devised Advised or required, In Witnesse whereof the Parties to theis Indentures have interchangeably hereunto sett their handes and seales th<sup>e</sup> day & year above written

Testibus John Godshall

Gerrard Browne

Tho Allanson (Locus  
Sigilli)

Mary Allanson (Locus  
Sigilli)

March th<sup>e</sup> 26<sup>th</sup> (1674) Received then of John Posse th<sup>e</sup> sume of foure shillings sterling for th<sup>e</sup> Alienation of th<sup>e</sup> s<sup>d</sup> two hundred acres of Land I say Rec<sup>d</sup> p me John Allen sherife

Memorandum That full and Peaceable Possession in Livery and Seizein of the landes and tenements w<sup>thin</sup> mentioned w<sup>th</sup> the Apurtenances was given and delivered by the w<sup>thin</sup> named Tho: Allanson to th<sup>e</sup> w<sup>thin</sup> named John Possey accordeing to the Forme & Effect of the w<sup>thin</sup> written deed th<sup>s</sup> 28<sup>th</sup> of May Annoq<sup>ue</sup> Domini 1673 in th<sup>e</sup> Pressence of us whose names are underwritten

Tho Allanson (Locus  
sigilli)

Mary Allanson (Locus  
Sigilli)

John Hill Acklowledgeth this Inseuing Conveyance of land unto John Wrighte

This Indenture made the 10<sup>th</sup> day of march 1672 by and between John Hill of th<sup>e</sup> county of Charles county Planter Administratour of the goodes Chattells Landes and Tenem<sup>ts</sup> of Thomas Wentworth late of the same County and Province deceased of the one part and John Wright of the same County and Province Merch<sup>t</sup> of the Other Parte, Witnesseth th<sup>t</sup> the said John Hill For and in Consideration of Two thousand poundes of Tobacco in hand payd to him, before th<sup>e</sup> Insealing and Delivery of these Presents by the Aformentioned John Wright The receipt whereof th<sup>e</sup> said Hill doth heereby Acknowledge Himself to be fully satisfyed contented and payd and thereof and Every Parte and Parcell Thereof doth Clearly Acquitt Exonerate and dischargd the s<sup>d</sup> John Wright his heirs Executors and Administra-

tou<sup>rs</sup> for Ever by thesse presentes hath given granted Aliened bargained Sold Infeoffed and Confirmed and by thesse Pressents doth Fully Clearly and absolutely give grante Alien bargainne sell Infeoffe & Confirme, unto John Wright his Heirs Execut<sup>rs</sup> Administratours or Assignes All that Parcell of lande called by the name of Wentworths rest lying in Charles County beginning att A bounded Red Oake standing on th<sup>e</sup> East side of Piscatoway River standeing upon the south side of a Poynte of March neare th<sup>e</sup> Lande of Edward Price running thence South and by East, boundeing upon th<sup>e</sup> said River one hundred Perches to A bounded Red Oake thence East and by North one hundred & Sixty Perches to A Bounded red Oake, thence untill Itt Intersectes A Parralel line, Contayning and now Layd out for one hundred Acres more or Lesse together w<sup>th</sup> all rightes Proffittes & Benefittes thereunto belonging, Royal Muines onely Excepted, To have & to hold th<sup>e</sup> Same unto him the said John Wright his heyres and Assignes for Ever yeilding and paying therfore unto th<sup>e</sup> cheif Lord of the Signory the rentes and Services which from henceforth from tyme shall grow Dew for and in Respect of his Seignory and the said John Hill for himselfe his heyres Executors and Administratou<sup>rs</sup> doth Covenant grante and agree to and with the said John Wright his heirs Executor Administrat<sup>rs</sup> and Assignes and Every of them by theise Presentes shall and may Lawfully and Peaceable Have holde use Occupy Posses and Injoy all and Singuler the Premises before by theis Presents bargained and Soulded and Every part and parcell thereof w<sup>th</sup> Every the rights members and appurtenances w<sup>thout</sup> any trouble or molestation of or by the said John Hill his heirs Execut<sup>rs</sup> or Assignes And Every of them by thesse presentes or of or by any other Person or Persons, th<sup>tt</sup> shall Pretend or lay Clayme unto th<sup>e</sup> said land or any Parte or Parcell thereof And I the Said Hill for my Selve my heyres Executo<sup>rs</sup> and Administratours shall and will for Ever warrante and defende the same from any Person or All Persons w<sup>ts</sup>oever To the said John Wright His heyrs Execut<sup>rs</sup> Administr<sup>rs</sup> Or Assignes for Ever and Further th<sup>e</sup> said John hill Shall and will from time to time and Att all times dureing the Space of Seven yeares next Inseuing the date of theis Pressentes att and upon th<sup>e</sup> reasonable Request and att the Proper cost and Chardge in th<sup>e</sup> law of th<sup>e</sup> Aforemenconed John Wright his heys or Assignes make doe acknowledge Performe or make to be done performed Acknowledged all and Every such Further Lawfull or reasonable Act and acts thing and thinges device or devises Assurance or Assurances or any other Conveyance in Law w<sup>ts</sup>oever, for th<sup>e</sup> better and more perfect Assurance and Conveyance of all and Singuler th<sup>e</sup> before hereby granted Premises, w<sup>th</sup> their and Every of their Appurtenances unto th<sup>e</sup> s<sup>d</sup> John Wright his heirs Executors Administratours or Assignes for Ever In Wittnesse Whereof the

Liber E

[fol. 113]

Liber E Parties have Interchangeably sett their handes and Seales th<sup>e</sup> day  
 and year first above written John Hill (locus  
 Testibus George Godfrey Sigilli)  
 W<sup>m</sup> Britton

John Boyden Acknowledgeth th<sup>s</sup> Inseweing Conveyance of Lande  
 To William Boyden

This Indenture made th<sup>e</sup> Eleventh day of march Annoq̃ domini  
 1672 Between John boyden of Charles County in th<sup>e</sup> Province of  
 Maryland Planter of the one parte, and William Boyden of th<sup>e</sup> same  
 Place Planter of th<sup>e</sup> Other part, Witnesseth th<sup>t</sup> the said John Boyden  
 doth Acknowledge himselfe for divers good considerations and Satis-  
 factions me thereunto Moveing whereof the s<sup>d</sup> John Boyden doth  
 Acknowledge himselfe fully Sattisfied Contented and Payd hath  
 granted bargained solde and Aliened Assigned and sett over, and by  
 these presentes doth for and from him his heysr Executors and  
 Administratours and Assignes grante bargainne Sell Alien Assigne  
 sett over to my Brother William Boyden to him his heysr Execu-  
 to<sup>rs</sup> Administratours and Assignes A parcell or tract of land Scituate  
 lying and being in Mattawoman Or S<sup>t</sup> Thomas Creeke in th<sup>e</sup> County  
 aforesaid being th<sup>e</sup> Parcell of Lande w<sup>ch</sup> William Boyden had For-  
 merly Given to me the s<sup>d</sup> John Boyden being Part of th<sup>e</sup> land w<sup>ch</sup> Wiff  
 now lives on beginning Att A bounded White Oake standing neer a  
 litle house on th<sup>e</sup> said land and runing up by the Creek to th<sup>e</sup> Further-  
 most bound Tree of the said lande From thence running up the s<sup>d</sup>  
 lyne in the woodes to th<sup>e</sup> ende of the lyne and running from th<sup>e</sup> first  
 mentioned bound white Oake Oake by A line drawne South and by  
 East into th<sup>e</sup> Woodes unt the miles Ende w<sup>th</sup> all and Singuler the  
 rightes Priviledges members And appurtenances thereunto belonge-  
 ing or in any manner of wayes apertayning together w<sup>th</sup> All houses  
 buildeings or Edifices thereon Erected woodes underwoodes pastures  
 Feedinges watercourses thereunto belonging w<sup>th</sup> All my right Title  
 Interest Clayme or demand of me th<sup>e</sup> s<sup>d</sup> John Boyden To and in th<sup>e</sup>  
 same, To Have & to hold to him th<sup>e</sup> said W<sup>m</sup> Boyden his heyres  
 Executors Administratours and Assinges for Ever And th<sup>e</sup> said John  
 Boyden doe for my Selfe my heysr Exec<sup>rs</sup> Administratours and As-  
 signes Covenant Grante and Agree To and w<sup>th</sup> th<sup>e</sup> said Wiff Boyden  
 his heysr Executors Adminis<sup>trs</sup> and Assignes th<sup>t</sup> he th<sup>e</sup> said W<sup>m</sup>  
 Boyden his heysr Exec<sup>rs</sup> Adminis<sup>trs</sup> and Assignes shall and may by  
 force and virtue of these Presents from time to time and Att all times  
 for ever hereafter Have hold use occupy Posses and Injoy th<sup>e</sup>  
 before granted parcell of lande all and singuler th<sup>e</sup> appurtenances  
 thereunto Belongeing or in any wise appertaining and have receive  
 and Take th<sup>e</sup> Rentes Issues and Proffittes Thereof to his and their  
 one proper uses and behoofe w<sup>th</sup>out any manner of lett trouble Evic-  
 tion Interruption or demand of or by the said John Boyden his heyres



Execut<sup>rs</sup> or Adminis<sup>trs</sup> or any or Either of them Or of or by any other Person or persons lawfully Claiming From by or under th<sup>m</sup> or any of them th<sup>e</sup> s<sup>d</sup> Boyden his Heyres Execut<sup>rs</sup> Administratu<sup>rs</sup> or Assignes the rentes and Services w<sup>ch</sup> From Henceforth shall Grow dew to th<sup>e</sup> Lord Or Lordes Thereof, for and in respect of his or their Seignory or Seignories for th<sup>e</sup> before Granted Premisses onely Ex-  
 epted and foreprized In Wittnesse whereof I have hereunto Sett my  
 Hand and Seall th<sup>s</sup> day and year first above written  
 Testibus William Nevill John Boyden (locus  
 Simon Stephens Sigilli)

Edmond Lindsey Acknowledgeth this Inseweing Tract of land [fol. 114]  
 unto Will: Gardener

This Indenture made the 10<sup>th</sup> day of March Anno domini 1672  
 Between Edmond Lyndsey of Charles County in th<sup>e</sup> Province of  
 Marialand Planter of the one part, and William Gardener of th<sup>e</sup> same  
 County of the Other Part Planter, Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Edmond  
 Lyndsey for And in Consideration of th<sup>e</sup> Summe of Three thousand  
 poundes of Tobacco and Cask to him in hand payd before the En-  
 sealing and delivery of theis Presents by the said William Gardner th<sup>e</sup>  
 receipt whereof th<sup>e</sup> s<sup>d</sup> Edmond Lindesey doth Acknowledge himselfe  
 therew<sup>th</sup> Fully Satisfyed Contented and Payd and thereof and Every  
 part Or Parcell thereof doth fully and Clearly Acquitt and Exonerate  
 And Discharge th<sup>e</sup> s<sup>d</sup> William Gardener his heyres Executors and  
 and Administratours for ever by theis presents Hath Given granted  
 Aliened Bargained Sold Enfeoffed and Confirmed and by theis Pres-  
 ents doth Fully Clearly & absolutely give grante Alien bargain sell  
 Enfeoffe and Confirme unto William Gardner his Heyres and As-  
 signes for ever All th<sup>t</sup> Parcell of lande called Lynseyes Project lying  
 in Charles County beginning Att a Bounded Kickickory standeing att  
 th<sup>e</sup> North side of A Branch which comes out of Goose Creeke thence  
 East & by South Three hundred and Twenty Perches to A bounded  
 white Oake Standeing neer ware Creeke on th<sup>e</sup> West Side of Porto-  
 bacco Creek thence South East fifty perches to A bound red Oake  
 Standinge on A Poynte of Goose Creek thence binding w<sup>th</sup> the said  
 Creek As itt Runnes to the first bound Tree Containing And now  
 layd out for fifty Acres more or lesse together w<sup>th</sup> All and Singuler  
 its rights members and Appurtenances together w<sup>th</sup> All houses  
 Edifices buildinges Orchardes Gardens Yarden landes Tenem<sup>ts</sup> Feed-  
 ings Pastures woods under woodes And appurtenances w<sup>ts</sup>oever to  
 th<sup>e</sup> Premises belonging or in Any wayes appertaining together w<sup>th</sup>  
 All deedes Evidences writeings Charter w<sup>ts</sup>oever touching or con-  
 cerning th<sup>e</sup> Premisses To Have & To Hold th<sup>e</sup> said land and All and  
 Singuler other th<sup>e</sup> Premisses heerby Granted bargained and Sould  
 w<sup>th</sup> their and Every of their rights Members and Appurtenances  
 whatsoever Unto the Said William Gardner his heirs and Assignes  
 for Ever yeelding and paying yearly the rents and services Specified

Liber E in the pattent of the said land and th<sup>e</sup> s<sup>d</sup> Edmond lynsey For himselfe his heyres Executors and Administratours The said land and Singuler Other the Premises before granted bargained and sould w<sup>th</sup> the appurtenances unto th<sup>e</sup> s<sup>d</sup> William Gardner his heyres and Assignes to th<sup>e</sup> onely Proper use and behoofe of him th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Gardener his heirs and Assignes for ever ag<sup>st</sup> him th<sup>e</sup> s<sup>d</sup> Edmond Lyndsey his heyres or Assignes and ag<sup>st</sup> All and Every Other Person and person w<sup>ts</sup>oever shall and will warrant and for ever defend by theis presents And th<sup>e</sup> said Edmond Linsey for himselfe his heyres Exececurs and Administratours doth covenant and Grante To and with th<sup>e</sup> said W<sup>m</sup> Gardner his heysr and Assignes, th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Gardner his heyres and Assignes shall be well and sufficiently from time to time and att All times hereafter saved and kepte harmelesse by the said Edmond Lyndsey his heyres Executrs and Administratours of and from all manner of Former Grantes bargaines leases Joyntures Dowers titles of Dowers Rentes Arrearages of Rente Forfeitures fines and of and From other Titles troubles demandes or other Incumberances w<sup>ts</sup>oever had done made Comitted or suffered to be had or Committed by any Person or Persons w<sup>ts</sup>oever touching Or concerning the Premises and further th<sup>e</sup> said Edmonde Lyndsey for himselfe his heyres Executors and Administratrs Shall and will from time to time and att all times hereafter For and dureing the space of Seaven years next Enseweing the date of theis presents att and upon th<sup>e</sup> reasonable request and att th<sup>e</sup> Cost and Charges in th<sup>e</sup> law of him the s<sup>d</sup> Will: Gardner his heysr and Assignes make doe perform Acknowledge or cause to be made done performed and Acknowledged all and Every such further lawfull and reasonable

[fol. 115] Act and Acts thinge and thinges device and Devises Assurance and Assurances and other Conveyances in the Law w<sup>ts</sup>oever for th<sup>e</sup> further better and more perfect Assurance and more sure making of all and Singuler the before Granted premises w<sup>th</sup> their and Every of their Appurtenances unto th<sup>e</sup> said William Gardner his heyres and Assignes for Ever In Witnesse whereof the Parties hereunto have Interchangeably sett their handes and Seales th<sup>e</sup> day and year First above written

Edmond Lyndsey (locus  
Signed Sealed and Delivered Sigilli)  
In the Presence of us  
[blank]

Thomas Wharton Acknowledgeth th<sup>s</sup> Inseweing Conveyance of land unto Luke Green

This Indenture made the 10<sup>th</sup> day of June Anno Domini 1673 Between Thomas Wharton of Charles County in the Province of Maryaland planter of th<sup>e</sup> one part and Luke Green Planter of th<sup>e</sup> other parte Witnesseth that the said Thomas Wharton as well for and in Consideration of the Summe of two thousande poundes of tobacco and Cask to him In hande by th<sup>e</sup> s<sup>d</sup> Luke Green payd th<sup>e</sup>

receipt whereof the s<sup>d</sup> Thomas Wharton doth hereby Acknowledge and himselfe therew<sup>th</sup> To be fully satisfyed contented and payd and thereof and therefrom and of and from Every part and parcell thereof doth Acquit and dischardge th<sup>e</sup> s<sup>d</sup> Luke Green his heysr Execut<sup>rs</sup> and Administrato<sup>rs</sup> by theis presents as alsoe for divers Other good Causes and Considerations him thereunto him thereunto Moveing hath Bargained Sould Aliened Enfeofed Assigned And Sett over and by theis Presents doth fully Cleerly and absolutely bargain Sell alien Enfeof Assigne and sett over unto th<sup>e</sup> s<sup>d</sup> Luke Green his heirs and Assignes for Ever All th<sup>t</sup> Parcell or Tract of land Called Whartons Rest lyeing in th<sup>e</sup> County afors<sup>d</sup> next adjoyn- ing unto the lande of Tho: Robison being butted and bounded As per Patent relation being therto made may more att lardge appeare Containing and layd out for one hundred and fifty Acres be th<sup>e</sup> same more or lesse w<sup>th</sup> All th<sup>e</sup> rights Estate Title Interest use proper- tie possession Clayme and demande of him th<sup>e</sup> s<sup>d</sup> Tho: Wharton of and in th<sup>e</sup> same w<sup>th</sup> All and Singular th<sup>e</sup> Pastures feedings wayes and Watercourses woodes underwoodes Proffittes Comodittyes and Appurtenances to th<sup>e</sup> s<sup>d</sup> Premises belonging or in any wise aper- taining together w<sup>th</sup> All deeds writtings Evidences or Papers touch- ing or Concerning th<sup>e</sup> same or any Part or Parcell thereof To have and to hold th<sup>e</sup> afors<sup>d</sup> parcell of lande and All and Singuler other th<sup>e</sup> Premises before granted bargained and Sould w<sup>th</sup> their and Every of their rightes members and appurtenances w<sup>ts</sup>oever (From him th<sup>e</sup> s<sup>d</sup> Tho: Wharton his heysr Execut<sup>rs</sup> and Administratours) unto th<sup>e</sup> said Luke Green his heysr & Assignes for ever, And th<sup>e</sup> said Thomas Wharton doth for himselfe his heysr Executors and Administ<sup>rs</sup> Covenant promise grante and agree to and w<sup>th</sup> th<sup>e</sup> Said Luke Green his heysr Execut<sup>rs</sup> Admin<sup>rs</sup> and Assignes th<sup>t</sup> the Prem- ises now are and for Ever hereafter shall be and Continue Free and clear and Freely and Clearly Acquitted Exonerated and Dischardged of and From all and singuler former and Other Bargaines sales giftes Grantes leases rentes arrearages of rentes morgages Jointures Claymes demandes and Incumberances w<sup>ts</sup>oever by him them or Any of them formerly had done or Comitted or to be had done or Comitted and th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Luke Green his heyres and Assignes and Every of them shall and may by force and virtue of theis presentes from time to time and att All times hereafter lawfully Peaceably and quietly have hold use Occupy possesse and Enjoy th<sup>e</sup> said lande and All and Singuler th<sup>e</sup> before bargained Premises and have receive and take th<sup>e</sup> rentes Issues Proffitts thereof to his and their one Proper uses and behoofes w<sup>th</sup>out any manner of lett trouble Eviction or Interruption of or by the s<sup>d</sup> Thomas Wharton his heyres Executors Administratours or Assignes Or any of them (the Rents and Ser- vices w<sup>ch</sup> from Hensforth from time to time for and in respect of th<sup>e</sup> first Mentioned Premises hereby sould shall grow dew and payable to th<sup>e</sup> cheife Lord or Lordes of th<sup>e</sup> Fee or fees thereof for And in

Liber E

[fol. 116]

Liber E respect of their Seignory or Seignories onely Excepted & fore-  
 prised) in Witnesse whereof the parties Afores<sup>d</sup> To theesse Inden-  
 tures have Interchangeably put their handes and Seales th<sup>e</sup> day and  
 year first above written, Thom: Wharton (locus  
 Signed Sealed & Deliver<sup>d</sup> Sigilli)  
 In th<sup>e</sup> Presence of  
 John Boyden  
 Richard Carpenter

Henry Bedford Acknowledgeth th<sup>s</sup> Enseweing Conveyance of  
 lande unto John Twiggess

This Indenture made th<sup>e</sup> 10<sup>th</sup> of June Annoq<sup>3</sup> Domini 1673 Be-  
 tween Henery bedford of Charles County in th<sup>e</sup> Province of Marya-  
 land of the one part and John Twiggess of th<sup>e</sup> same County of the  
 other part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Henery Bedford as well for and In  
 Consideration of the full and Just Summe of three thousand Five  
 hundred poundes of Tobacco in Caske in hande payd by the said  
 John Twiggess, th<sup>e</sup> receipt whereof the s<sup>d</sup> Henery Bedford doth  
 hereby Acknowledge and thereof and of Every part and parcell thereof  
 doth hereby Absolutely and Cleerly Exonerate Acquitt and Discharge  
 The s<sup>d</sup> Twiggess and his heyres Execut<sup>rs</sup> Administratours & Assignes  
 by theis Presentes hath given granted bargained Aliened sold En-  
 feoffed and Confirmed and by theis presents doth give grante bar-  
 gaine sell Enfeof and Confirme unto him th<sup>e</sup> said John Twiggess his  
 heyrs and Assignes for Ever One hundred acres of th<sup>t</sup> Parcell and  
 Tract of Land Called Hargesse Hope lyeing and being in Charles  
 County before Mentioned and beginning Att a Marked Hickory  
 running North one hundred and fifteen Perches to a bounded white  
 Oake on th<sup>e</sup> west lyne of Zachya Mannour, Bounded on th<sup>e</sup> North of  
 the Said Mannour and Running East a hundred and ten Perches to  
 A Bounded Gumm in a branch of Zachy Swamp bounding one th<sup>e</sup>  
 East by the runne of the s<sup>d</sup> Swampe and runneing As th<sup>e</sup> said run  
 runneth one hundred and fifteen perches to a bounded Oake and Run-  
 ning West to th<sup>e</sup> first bound hickory Containing and now layd out for  
 a hundred Acres more or lesse w<sup>th</sup> All th<sup>e</sup> rights and benefitts there-  
 unto belonging With All houses Edefices and Buildings Orchards  
 Yardes Gardens landes and Tenements feedings Pastures woodes  
 and underwoodes and appurtenances w<sup>ts</sup>oever belonging And alsoe  
 all Patents deedes Evidences and Writeinges Touching or Concern-  
 ing the same to have and to hold th<sup>e</sup> s<sup>d</sup> parcell and tract of Land and  
 all and singuler th<sup>e</sup> bargained Premises unto him the S<sup>d</sup> John Twiggess  
 his heyres and Assignes for Ever And The s<sup>d</sup> Henry Bedford for  
 himselfe his heyrs Exec<sup>rs</sup> and Administratours doth hereby Cove-  
 nant and grante to and with the s<sup>d</sup> John Twiggess his heyres and  
 Assignes th<sup>t</sup> he the s<sup>d</sup> Henery Bedford his heires Execut<sup>rs</sup> and Ad-  
 minist<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> Parcell of land and All other th<sup>e</sup> Bargained Premises  
 unto him th<sup>e</sup> s<sup>d</sup> John Twiggess his heyres and Assignes against All

Persons w<sup>ts</sup>oever shall and will warrant and for ever defend by  
 theis presentes th<sup>e</sup> rentes and Services hereafter to become dew  
 and payable unto th<sup>e</sup> Lord Proprietor alwayes Excepted and fore-  
 prized) and further th<sup>t</sup> the s<sup>d</sup> Henery Bedford his heys and As-  
 signes shall and will from time to time and att All times hereafter  
 dureing th<sup>e</sup> space of Fower Yeares att the reasonable request and att  
 th<sup>e</sup> Proper Cost and Chardge of him th<sup>e</sup> s<sup>d</sup> John Twiggess in th<sup>e</sup>  
 law his heyres and Assignes make doe Execute and Suffer and  
 Cause to be made done Executed and Suffered all and every such  
 further And Other Act or Acts thing or thinges device or devices  
 Assurance or Assurances whatsoever requisite in th<sup>e</sup> Premises for  
 th<sup>e</sup> better Assureing and more sure makeing of th<sup>e</sup> Said Bargained  
 premises unto him th<sup>e</sup> s<sup>d</sup> John Twiggess his Heires and Assignes for  
 ever be it by Inrolm<sup>tt</sup> of theis Presents fine feofm<sup>t</sup> or otherwise or  
 by any other Lawfull way or meanes as by him th<sup>e</sup> s<sup>d</sup> Jonh Twiggess  
 his heirs and Assignes or his or their Councell learned in the Law  
 Shall be reasonably devised advised or required, In Wittness whereof  
 the Parties to theis Indentures have Interchangeably hereunto sett  
 their handes and Seales the day and year above written

Liber E

[fol. 117]

Signed Sealed &amp; Delivered

Henery Bedford

in the Presence of us

(locus

John Gwen

Sigilli)

William Hargesse

Francis Thornton Acknowledgeth this Inseweing Conveyance of  
 land unto Thomas Wharton

This Indenture made th<sup>e</sup> 10<sup>th</sup> day of June 1673 Anno domini  
 Between Fra: Thornteton of Charles County in th<sup>e</sup> Province Of  
 Maryaland of th<sup>e</sup> one part and Tho: Wharton of th<sup>e</sup> same County  
 Planter of th<sup>e</sup> other part Wittnesseth th<sup>tt</sup> the Said Fra: Thornteton  
 As well for and in Consideration Of th<sup>e</sup> summe of Sixe Thousand  
 poundes of Tobacco and Caske to him in hande bye the s<sup>d</sup> Tho:  
 Wharton payd th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup> Fra: Thornteton doth  
 heereby Acknowledge and himselfe to be therew<sup>th</sup> fully Satisfyed  
 Contented and Payd and thereof and therefrom and Of and from  
 every part and parcell thereof doth Acquitt and Discharge the said  
 Tho: Wharton his heirs Execut<sup>rs</sup> and Administratou<sup>rs</sup> by theis  
 Presentes As Alsoe for Diverse other good Causes and Considera-  
 tions Him thereunto Moveing hath bargained Sold Aliened En-  
 feofed Assigned and Sett over and by theis Presents doth fully  
 clearly and absolutely Bargain Sell Alien Enfeof Assigne and Sett  
 over unto th<sup>e</sup> said Thomas Wharton his heyres and Assignes for  
 Ever All th<sup>t</sup> Parcell or Tract of Lande called Christian Milforde  
 Scituate Lyeing and being in the County Afors<sup>d</sup> beginning upon a  
 bounded red Oake standing upon a Playne running thence West A  
 hundred and Tenne Perches to a bounded red Oake th<sup>e</sup> bound tree of  
 Samuell Palmer neer Burditts Creeke Thence South West two hun-

Liber E dred and fifty Perches to A bounded white Pikickory thence North west A hundred and Fifty Perches to a bounded red Oake standeing in A swamp thence North East two hundred and fifty Perches to a bounded red oake, thence East a hundred and Tenne perches to A bounded Oake in a Valley thence untill It comes to the first bounde tree Containing and now Layd out f Three hundred Acres more or less, w<sup>th</sup> All And Singuler th<sup>e</sup> houses buildings Orchardes Pastures Feedings wayes Watercourses woodes underwoodes Proffits Commodittyes and Appurtenances to th<sup>e</sup> s<sup>d</sup> Premises or any part of Parcell thereof belonging or any wise appertaining and alsoe all th<sup>e</sup> rightes Estate title Interest use property Possession reversion clayme and demand of him th<sup>e</sup> s<sup>d</sup> Fra: Thornteton of and in the same together w<sup>th</sup> all Deedes writings Evidences Manuscripts or Papers touching or concerning the Same or any part or Parcell thereof To Have and to hold th<sup>e</sup> afor<sup>d</sup> parcell of lande and all and Singur th<sup>e</sup> Premises beforgranted bargained and sold with their and every of their rightes members and Appurtenances w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> Tho: Wharton His heyres and Assignes for ever And th<sup>e</sup> said Fran: Thornteton doth for himselfe his heyres Exec<sup>rs</sup> and Adminis<sup>rs</sup> Covenant Promise and grante to and w<sup>th</sup> th<sup>e</sup> said Tho: Wharton his heyrs Exec<sup>rs</sup> Admin<sup>rs</sup> and Assignes th<sup>t</sup> He th<sup>e</sup> s<sup>d</sup> Francis Thornteton now is lawfully and Justly Possessed of A Just and dewe title and claime in law of and in th<sup>e</sup> before bargained Premises and hath full and absolute power to Bargaine sell and Assure th<sup>e</sup> same, and th<sup>t</sup> the Premises now are and for Ever hereafter shall be and continue free and clear and freely and clearly Acquitted Exonerated and Discharged of and from all and Singuler former and Other bargaines Sales giftes grantes leases Rentes Arrearages of rents charges mortgages Joyntures dowers claimes demandes and Incumberances w<sup>ts</sup>oever by him th<sup>m</sup> or any of them formerly had done or comitted or to be had done or committed, And th<sup>e</sup> s<sup>d</sup> Fra: Thornteton For himselfe his heyrs Execut<sup>rs</sup> and Administ<sup>rs</sup> th<sup>e</sup> afor<sup>d</sup> Parcell and all and Singuler th<sup>e</sup> Premises before granted bargained and sold w<sup>th</sup> th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> Tho: Wharton His heyrs and Assignes for ever ag<sup>st</sup> th<sup>e</sup> s<sup>d</sup> Fra: Thornteton his heyres and Assignes and ag<sup>st</sup> all and Every Person or Persons w<sup>ts</sup>oever lawfully claiming by from or under him th<sup>m</sup> or any of them and ag<sup>st</sup> All other persons w<sup>ts</sup>oever shall and will warrant and for ever defend by theis Presents, and th<sup>e</sup> s<sup>d</sup> Fra: Thornteton for himselfe his heyrs Exec<sup>rs</sup> and Admin<sup>rs</sup> doth Covenant Promises grante and Agree to and w<sup>th</sup> the s<sup>d</sup> Thomas Wharton his heyrs and Assignes by theis Presents that th<sup>e</sup> s<sup>d</sup> Tho: Wharton His heyrs and Assignes and Every of them shall and may by force and virtue of theis Presents from time to time, and Att all tymes for ever hereafter lawfully and Peaceably and quietly have hold use occupy Posses and Enjoy th<sup>e</sup> said land and all and Singuler the before granted premises w<sup>th</sup> their and every of their rightes Members and Appurtenances and have receive and take th<sup>e</sup> rentes

[fol. 118]

Issues and Proffittes thereof to his and their one proper uses and behooftes w<sup>th</sup>outt any manner of Lett trouble Eviction or Interrup-  
tion of or by th<sup>e</sup> said Fra: Thorneton his heyres Executors Ad-  
ministr<sup>rs</sup> and Assignes or any of them or of and by any other person  
or persons w<sup>ts</sup>oever the Rentes and Services w<sup>ch</sup> from henceforth from  
time to time for and in respect of the first mentioned Premies hereby  
Sold shall grow dewe and payable to th<sup>e</sup> cheif Lord or Lordes of the  
Fee or fees thereof for and in respect off theyr Seignory or Seignories  
onely Excepted and Foreprized in wittness whereof the Parties  
Affores<sup>d</sup> to theis Indentures Interchangeably have putt their handes  
and Seales the day and year first above written

Testibus Luke Green

Francis Thorneton

John Boyden

(locus  
Sigilli)

Alexander Gallant Acknowledgeth th<sup>s</sup> Insewin Conveyance Of  
land to Georg Austria

This Indenture made the 10<sup>th</sup> day of March Annoq Domini 1672  
by and between Alexander Gallant of the County of Charles County  
in th<sup>e</sup> province of Maryaland Planter of the one Parte and George  
Austria of th<sup>e</sup> same County and province planter of the other Part [fol. 119]  
Wittnessteth th<sup>t</sup> the said Alexander Gallant for and in Consideration  
of two thowsande poundes of Tobacco To him in hande payd before  
th<sup>e</sup> Insealing and Delivery of theis Presentes by the before Mentioned  
George Austria The receipt whereof the s<sup>d</sup> Alexander Gallant doth  
hereby Acknowledge himselfe to be fully Satisfyed contented and  
Payd and thereof and of Every parte and Parcell thereof doth Clearly  
Acquitt Exonerate and Discharge the said Austria his heyres  
Execut<sup>rs</sup> and Administratour<sup>rs</sup> for ever and by theis Presents hath  
given granted aliened Bargained Solde Infeoffed and Confirmed &  
by theis Presentes doth Fully Clearly and absolutely give Grante  
bargaine Alienne Sell Infeoffe and Confirme unto Georg Austria his  
heirs Execut<sup>rs</sup> Or Assignes All th<sup>t</sup> Parcell of lande called Akerden  
Lyeing In Charles County begining att A bounded white Oake  
Standing on th<sup>e</sup> west side of A small Branch neer John Wheelers  
lande Called Exeto Running thence north one hundred and thirty  
Perches to a bounded Pickickory standing by th<sup>e</sup> mayne Fresh of  
Piscatoway thence South west a hundred Sixty and five Perches to A  
bounded Pickickory Standing by the side of A Hill thence south one  
hundred and thirty perches to A bounded Oake thence to th<sup>e</sup> first  
bounde Tree Contayning and now layd out for one hundred Acres  
more or Lesse together w<sup>th</sup> All rightes Proffittes and benefittes there-  
unto belonginge Royall muines Excepted onely, To have and to hould  
unto him th<sup>e</sup> s<sup>d</sup> George Austria His heyers and Assignes for ever  
Yeelding And Payinge therefore unto th<sup>e</sup> cheif lord of the Seignory  
th<sup>e</sup> rentes and Services w<sup>ch</sup> from henceforth Shall become due for

Liber E and in respect of his Seignory and the s<sup>d</sup> Alexand for himselfe his heyres Execut<sup>rs</sup> and Administratours doth Covenant Grante and agree to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> George Austria his heyres Execut<sup>rs</sup> Admini<sup>rs</sup> and Assignes and Every of them by theis presentes th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> George Austria his heirs Execut<sup>rs</sup> Administr<sup>rs</sup> and Assignes shall and may Lawfully Peaceably and quietly have hold use Occupy possess and Enjoy all and singuler the premises before by theis Presents bargained and Sould and Every Parte and Parcell thereof whereby th<sup>e</sup> rightes members and appurtenances w<sup>h</sup>out any Trouble or Molestation of or by the s<sup>d</sup> Alexander Gallant his heyres Exec<sup>rs</sup> Adminis<sup>rs</sup> or Assignes or any or Either of them Or For or by any Other Person or Persons th<sup>t</sup> shall pretende Or lay clayme unto th<sup>e</sup> s<sup>d</sup> lande Or any Part or Parcell of th<sup>e</sup> s<sup>d</sup> lande, I th<sup>e</sup> s<sup>d</sup> Alexander for my selfe my heyres Execut<sup>rs</sup> and Administratou<sup>rs</sup> shall and will for Ever warrante and defende the same From any person or persons w<sup>ts</sup>oever to th<sup>e</sup> said Georg Austria his heysr Exec<sup>rs</sup> Admin<sup>rs</sup> or Assignes for Ever and further th<sup>e</sup> s<sup>d</sup> Alexander Gallant Shall and will from time to tyme and Att All tymes dureing th<sup>e</sup> space of five yeares next Ensewing the date of theis Presentes att and upon th<sup>e</sup> Reasonable request and att th<sup>e</sup> proper Chardge and Cost in th<sup>e</sup> law of the George Austria His heyr and Assignes make doe Acknowledge performe Or make to be done performed Acknowledged all and Every Such Further and Other Lawfull and reasonable Act or Actes thing or thinges device or Devices Assurance or Assurances or any Other Conveyance In the law w<sup>ts</sup>oever for th<sup>e</sup> better Further and more perfect Assurance and Conveying of All and singuler th<sup>e</sup> before hereby Granted Premises w<sup>th</sup> their And Every of theyr Appurtenances unto th<sup>e</sup> s<sup>d</sup> George Austria his heysr Executors Administra-  
 tours or Assignes for ever In Witnesse whereof th<sup>e</sup> parties have Interchangeably hereunto sett their handes and Seales th<sup>e</sup> day and year first above written Alexander Gallant (locus  
 Signed Sealed & Deliv<sup>d</sup> Sigilli)  
 in th<sup>e</sup> pressence of  
 Anhiball Wehab  
 Ralph Coates

Thomas Corker Acknowledgeth th<sup>s</sup> Insewing Tract of Lande To Clement Theobalds

This Indenture made the 10<sup>th</sup> day of June Annoq̃ Domini 1673 between Tho: Corker of Charles County in th<sup>e</sup> Province of Marya-land Planter of the one parte and Clement Theobaldes Planter of th<sup>e</sup> other parte Witnesseth th<sup>t</sup> the s<sup>d</sup> Tho: Corker as well for and in Consideration of the summe of Three thousande poundes of Tobacco and Caske to him in hand by the s<sup>d</sup> Clemente Theobalds Payd th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup> Tho: Corker doth heerby Acknowledge and himselfe to be therew<sup>th</sup> fully satisfyed Contended and payd and thereof and therefrom and of and From every part and parcell thereof, doth



Acquitt and discharge th<sup>e</sup> s<sup>d</sup> Clement Theobalds his heyres Executors and Administratours by theis Presentes As alsoe for divers other Good Causes and Considerations him thereunto moving Hath bargained Sould Aliened Enfeofed and Assigned and by theis presents doth Fully Clearly and Absolutely Bargaine Sell Alien Assigne and sett over unt the S<sup>d</sup> Clemente Theobaldes his heysr and Assignes For Ever, All th<sup>t</sup> Parcell or Tract of land Called (Corkers Hoghole) lying in Charles County in th<sup>e</sup> woodes On the west side of Portobacco Creeke begininge Att th<sup>e</sup> bounde tree of A Parcell of land formerly belonging to Alexander Simpson called Simpsons Delight now in th<sup>e</sup> Possession of Jacob Lee thence Running Norwest and by west for a hundred and Fourty Perches to A marked Oake thence Running Sout west and by west for one hundred and fourty Perches to A Marked Red Oake thence running South East and by East for one hundred and fourty Perches to A marked Oake thence Runneing North East and by East to th<sup>e</sup> first bounded Tree Contayning and layd out one hundred Acres more or Lesse w<sup>th</sup> All and Singuler th<sup>e</sup> houses buildinges Pastures Feedings woodes underwoodes wayes Watercourses proffittes Comoditties and Appurtenances to th<sup>e</sup> s<sup>d</sup> Premises Or any Part or parcell thereof belonging or in any wise appertaining And Alsoe All th<sup>e</sup> Rightes Estate Title interest use property Possession reversion Clayme and Demand of him th<sup>e</sup> s<sup>d</sup> Tho: Corker of and in th<sup>e</sup> same Together w<sup>th</sup> All Deedes Writeings Evidences manuscripts Or Papers touching or Concerning th<sup>e</sup> same or any part or parcell thereof, To have and To hold th<sup>e</sup> afores<sup>d</sup> parcell of land and all and Singuler Other the Premises before granted bargained and Sould w<sup>th</sup> their and Every of their rights members and appurtenances w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> Clement Theobalds and his heysr Male for Ever, And the s<sup>d</sup> Tho: Corker for himselfe His heyres Executors Administra- [fol. 121] tours Covenante Promise and Grante to and with the s<sup>d</sup> Clement Theobaldes his heyres Execut<sup>rs</sup> Administratours and Assignes th<sup>tt</sup> the Premises now are and for ever after shall be and Continue Free and Clear and Freely and Cleerly Acquitted Exonerated And discharged of and from all and Singuler former and other bargaines Sales giftes grantes leases rentes Arrearages of Rentes, rent chardges, Mortgages Joyntures dowers Rights Titles of dowers and Claimes demandes & Incumberances w<sup>ts</sup>oever by him them or any of them formerly had done or Comitted or to be had done or Comitted And the s<sup>d</sup> Tho: Corker for himselfe his heyres Executors and Administratou<sup>rs</sup> th<sup>e</sup> afors<sup>d</sup> parcell of Lande and All and Singuler Other th<sup>e</sup> Premises before granted bargained and Sould w<sup>th</sup> the appurtenances unto th<sup>e</sup> s<sup>d</sup> Clemente Theobalds and his heyres for Ever ag<sup>st</sup> him th<sup>e</sup> s<sup>d</sup> Thomas Corker his heyres and Assignes and ags<sup>t</sup> All and Every Person and persons w<sup>ts</sup>oever Lawfully Claiming by them Or unde him th<sup>m</sup> or any of them and ags<sup>t</sup> All other Persons w<sup>ts</sup>oever Shall and will warrant and forever defend by theis presents And th<sup>e</sup> s<sup>d</sup> Tho: Corker for himselfe his heirs Executors and Administra-

Liber E tours doth Covenant Promise grante and Agree to and with the s<sup>d</sup> Clem<sup>t</sup> Theobaldes and his heys and Assignes by theis presents th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Clem<sup>t</sup> Theobald his heys and Assignes and Every of them shall and may by Force and virtue of theis presents from time to time and att all tymes for Ever hereafter, lawfully Peaceably and quietly have hold use Occupy Possess and Injoy th<sup>e</sup> said lande and all and Singuler the before Granted Premises w<sup>th</sup> their and Every of their Rightes members and Appurtenances And Have receive and take th<sup>e</sup> rentes Issues and Proffits thereof to his and theyre one proper uses and behooftes w<sup>th</sup>out any manner of lett trouble Eviction or Interruption of or by th<sup>e</sup> s<sup>d</sup> Tho: Corker his heyres Exec<sup>rs</sup> Adminis<sup>rs</sup> Or Assignes or any of them or of or by any other Person or persons w<sup>ts</sup>oever th<sup>e</sup> rentes and Services w<sup>ch</sup> From henceforth from tyme to time for and in Respect of th<sup>e</sup> first mentioned premises hereby Sould Shall grow due and payable to th<sup>e</sup> Cheif Lorde or Lordes of the fee or fees thereof for and in respect of their Seignory or Seignories Excepted and foreprized and the s<sup>d</sup> Tho: Corker doth further Covenant, and promise th<sup>t</sup> he th<sup>e</sup> Said Thomas Corker doth further Covenant and Promise th<sup>t</sup> he th<sup>e</sup> s<sup>d</sup> Tho: Corker his heys Execc<sup>rs</sup> and Administ<sup>rs</sup> shall and will from tyme to tyme and att all tymes hereafter w<sup>th</sup>in the space of Seaven yeares next Enseweing the date hereof upon th<sup>e</sup> Reasonable request and Att the Cost and Chardges in th<sup>e</sup> law of the s<sup>d</sup> Clem<sup>tt</sup> Theobaldes his heys Execut<sup>rs</sup> and Administ<sup>rs</sup> make Seale Convey and Deliver such Further Assurance or Assurances for the before bargained premises (Exepteing onely as before Exepected) And th<sup>e</sup> said Clem<sup>tt</sup> Theobalds his heys Execut<sup>rs</sup> Administrat<sup>rs</sup> or Assignes or any of them his their or any of their Councell Learned in th<sup>e</sup> Law shall him the s<sup>d</sup> Tho: Corker his heyres Execut<sup>rs</sup> or Adminis<sup>rs</sup> or any of them thereto require In Witnesse whereof the parties afores<sup>d</sup> to theis Indentures have Interchangeably Sett their handes and Seales the day and year first above written

Testes Henry Bonner  
Phill Gibbon

Tho: Corker (locus  
Sigilli)

[fol. 122] John Boyden Acknowledgeth th<sup>s</sup> Inseweing Tract of lande To Richard Carpenter

This Indenture made th<sup>e</sup> [blank] day of [blank] in th<sup>e</sup> year of our Lord 1673 Between John Boyden of Charles County in the Province of Maryaland Planter of th<sup>e</sup> one part and Richard Carpenter of th<sup>e</sup> same County Planter of th<sup>e</sup> other Part Witnesseth th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Boyden as well for and in Consideration of th<sup>e</sup> summe of Three thousand poundes and five hundred poundes of tobacco in caske to him in hand by the said Richard Carpenter payd th<sup>e</sup> receipt whereof the Said John Boyden doth hereby Acknowledge and himselfe therew<sup>th</sup> to be fully Satisfyed content and payd and thereof and therefrom and of and from Every part and parcell thereof doth

Acquitt and dischargd the s<sup>d</sup> Richard Carpenter his heirs Exec<sup>rs</sup> and Adminis<sup>rs</sup> by theis presents As Alsoe for divers other good Causes and Considerations him thereunto moveing hath bargained Sold Aliened Enfeofed Assigned and sett over and by theise Presents doth fully Cleerly and absolutely bargain Sell Alien Enfeof and Sett over unto th<sup>e</sup> s<sup>d</sup> Richard Carpenter his heyres and Assignes for Ever All th<sup>t</sup> Parcell or tract of land Called (Nonesuch) lyeing in th<sup>e</sup> woodes of and upon th<sup>e</sup> west side of th<sup>e</sup> mayne fresh th<sup>t</sup> falleth into poyntons Creek in th<sup>e</sup> aforsaid Charles County beginning Att a bounded Ash Tree standing by the run side and running Southwest for bredth the length of fifty Perches to a bounded Oake standeing att the Head of A Valley Called Lamberts Valley bounding one the west w<sup>th</sup> A line drawn Northwest from the Said Oake the length of Three hundred and twenty Perches to a bounded oake on th<sup>e</sup> North w<sup>th</sup> A line drawn Northe East from the end of the former line to a bounded Oake th<sup>t</sup> Standeth Att th<sup>e</sup> head of the Aforesaid Fresh Runne th<sup>t</sup> falleth into Poynten Creek on th<sup>e</sup> East w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Fresh on th<sup>e</sup> South w<sup>th</sup> th<sup>e</sup> afors<sup>d</sup> Southwest lyne, Contayning A hundred Acres more or lesse w<sup>th</sup> All and Singuler th<sup>e</sup> houses buildinges Orchardes Pastures Feedings wayes watercourses woodes underwoodes Proffitts Commodities and Appurtenances to th<sup>e</sup> s<sup>d</sup> Premises or any part or parcell thereof belonging or in any wise Appertayneing and Alsoe All the Rightes Estates Title Interest use Property Posesion Reversion claime and demand of him th<sup>e</sup> Said John Boyden of and In th<sup>e</sup> same together w<sup>th</sup> All Deedes writeinges Evidences manuscripts or papers touching Or Concerning or any Part or Parcell thereof To have And to Hold th<sup>e</sup> afors<sup>d</sup> parcell of Lande and All and Singuler other th<sup>e</sup> Premisses before granted bargained and Sould w<sup>th</sup> their and every of their rightes members and appurtenances w<sup>ts</sup>oever unto th<sup>e</sup> s<sup>d</sup> Richard Carpender his heysr and Assignes for Ever, And th<sup>e</sup> said John Boyden doth for himselfe his heyres Execc<sup>rs</sup> And Administrato<sup>rs</sup> Covenante promise and grante to and w<sup>th</sup> th<sup>e</sup> s<sup>d</sup> Richard Carpender his heirs Exec<sup>rs</sup> Administratours and Assignes th<sup>t</sup> he th<sup>e</sup> Said John Boyden now is lawfully and Justly Possessed of a just and due Title and Clayme in law of and in th<sup>e</sup> before bargained Premisses and hath Full and absolute power to bargain sell and Assure th<sup>e</sup> same and th<sup>t</sup> the Premises Now are and From ever hereafter shall be and Continue Free and Cleere and Freely and Cleerly Acquitted Exonerated and dischargd of and fromm all and Singuler former and other bargaines sales gifts grantes leases rents Arrearages of Rentes rent chardges Morgages Jointures Dowers claimes demandes And Incumberances w<sup>ts</sup>oever by him them or any of them formerly had done or Committed or to be had done Or Committed And th<sup>e</sup> s<sup>d</sup> John Boyden for himselfe his heirs Executt<sup>rs</sup> and Administrat<sup>rs</sup> th<sup>e</sup> afors<sup>d</sup> parcell of lande and all and singuler th<sup>e</sup> Premises before granted bargained and sould w<sup>th</sup> the Appurtenances

Liber E

[fol. 123]



lyne East south East For fower hundred perches to A bounded Oake Liber E  
 from thence Runneing South west till it Intersect th<sup>e</sup> south East and  
 by South lyne of th<sup>e</sup> s<sup>d</sup> James Mackys lyne and soe downe th<sup>e</sup> s<sup>d</sup>  
 lyne Northwest and by north to the first bounded Tree, Containing  
 and now layd out for two hundred Acres more or Lesse Together  
 w<sup>th</sup> all th<sup>e</sup> Rightes and benefittes thereunto belonging and alsoe All  
 Patentes deedes wrighteings and Evidences touching or Concerning  
 th<sup>e</sup> same To Have & To holde the s<sup>d</sup> parcell of Lande and All and  
 Singuler th<sup>e</sup> bargained Premisses unto him th<sup>e</sup> s<sup>d</sup> John Munn his  
 heysr and Assignes for ever, to th<sup>e</sup> onely proper use and behoofe of  
 him th<sup>e</sup> said John Munn his heysr and Assignes for ever, and the s<sup>d</sup>  
 Benjamin Rozer for himselfe his heyres Executt<sup>rs</sup> and Adminis<sup>rs</sup>  
 th<sup>e</sup> s<sup>d</sup> parcell of Lande and All other th<sup>e</sup> bargained Premises unto him  
 th<sup>e</sup> s<sup>d</sup> John Munn his heysr and Assignes ag<sup>st</sup> All manner of persons  
 w<sup>ts</sup>oever Claymeing by from or under him shall and will for ever  
 hereafter warrant and defend by theis Presentes th<sup>e</sup> rentes and Ser-  
 vices hereafter to become dewe to th<sup>e</sup> Lorde Proprietor for th<sup>e</sup> same  
 always Excepted, and Foreprized and further th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Benjamin  
 Rozer his heyres and Assignes shall and will from time to time and  
 att all times hereafter dureing the space of Seaven Yeares, att th<sup>e</sup>  
 request And att th<sup>e</sup> proper cost and Chardge in th<sup>e</sup> Law of him th<sup>e</sup> s<sup>d</sup>  
 John Mumme his heysr and Assignes make doe Execute and suffer  
 And Cause to be made done Executed and suffered All and every  
 Such Further and other Act or Actes thinge or thinges device or  
 devices Assurance or Assurances w<sup>ts</sup>oever requizite in th<sup>e</sup> premises  
 for th<sup>e</sup> better assureing and more Sure makeing of th<sup>e</sup> s<sup>d</sup> bargained  
 premisses unto him the said John Mumm his heysr and Assignes for  
 Ever, bee It by Inrolem<sup>t</sup> of theis presentes fyne feofm<sup>nt</sup> or otherwise  
 or by any such Other Lawfull wayes or meanes as by him th<sup>e</sup> Said  
 John Munn his heyres and Assignes or his or their Councell learned  
 in th<sup>e</sup> law shall be reasonably devised Advized or required In Wit-  
 ness whereof the parties to theis Indentures have hereunto Inter-  
 changeably sett their handes and scales th<sup>e</sup> day and year first above  
 written,

Benjamin Rozer

Rozet interlined before

(locus

Signing and Sealing

Sigilli)

Testibus Ignatius Causin

P. Gibbon

Mathias Obrian Acknowledgeth th<sup>s</sup> Inseweing Conveyance unto  
 Richard Edelen

This Indenture made th<sup>e</sup> 3<sup>d</sup> day of August Annoq domini 1673  
 Between Mathias Obrian of Charles County in th<sup>e</sup> Province of Marya-  
 land Planter one th<sup>e</sup> other part and Richard Edelen of S<sup>t</sup> Maryes  
 County on th<sup>e</sup> other parte Witnesseth th<sup>tt</sup> th<sup>e</sup> s<sup>d</sup> Mathias Obrian for  
 & In Consideration of nineteen hundred poundes of Tobacco to him

Liber E in hande payd by the Said Richarde Edelen, th<sup>e</sup> receipte whereof th<sup>e</sup>  
 said Mathias Obrian doth hereby Acknowledge, and thereof and of  
 every part and parcell thereof doth heerby absolutely and Clearly  
 [fol. 125] Exonerate, Acquitt and dischargd, th<sup>e</sup> said Richard Edelen his  
 heyres Execut<sup>rs</sup> Administrat<sup>rs</sup> and Assignes by theis presentes hath  
 given granted bargained aliened Sold Enfeofed And Confirmed and  
 by theis presents give grante bargaine Alien Sell Enfeof and Con-  
 firme unto him th<sup>e</sup> s<sup>d</sup> Richard Edelen his heyres and Assignes for  
 Ever All th<sup>t</sup> Parcell or Tract of lande lyeing In Charles County  
 Called (Dublin) beginninge att A White Oake Standeing on th<sup>e</sup>  
 East side of fresh Runne Runneing East up Into th<sup>e</sup> woodes for  
 bredth one hundred and Twenty perches to A bounded white Oake  
 thence North for length two hundred Sixty Sixe perches to A bounded  
 Oake thence west one hundred and Twenty perches to A bounded  
 Oake thence South boundeing w<sup>th</sup> the Said Runne untill it comes  
 to th<sup>e</sup> first bounde Tree, Contayning and now layd out for two  
 hundred Acres more or Lesse, together w<sup>th</sup> All th<sup>e</sup> rightes and bene-  
 fittes thereunto belonging and alsoe All Pattentes deedes Writeinges  
 and Evidences Touching or Concerning th<sup>e</sup> same, To have & To  
 holde th<sup>e</sup> s<sup>d</sup> parcell of lande, and all and Singuler th<sup>e</sup> bargained  
 Premisses unto him th<sup>e</sup> s<sup>d</sup> Richarde Edelen his heyres and Assignes  
 for Ever to th<sup>e</sup> onely proper use and behoofe of him th<sup>e</sup> said Richarde  
 Edelen his heyres and Assignes for ever and th<sup>e</sup> s<sup>d</sup> Mathias Obrian  
 for himselfe his heyres Ex<sup>rs</sup> and Administ<sup>rs</sup> doth heerby Covenant  
 and grant to & w<sup>th</sup> th<sup>e</sup> said Richard Edelen his heyrs and Assignes  
 thatt he th<sup>e</sup> s<sup>d</sup> Mathias Obrian his heyres Ex<sup>rs</sup> And Adm<sup>rs</sup> th<sup>e</sup> said  
 parcell of Lande and All other th<sup>e</sup> bargained premises unto him th<sup>e</sup>  
 said Richard Edelen his heyres and Assignes ag<sup>st</sup> All persons w<sup>ts</sup>soever  
 (Cap<sup>t</sup> Luke Gardener) onely Excepted) shall and will for Ever  
 hereafter warrante and defende by theis presents th<sup>e</sup> Rentes and  
 Services hereafter to become dew to th<sup>e</sup> Lord Proprietor for th<sup>e</sup> same  
 alwayes Excepted and foreprized and further th<sup>t</sup> the s<sup>d</sup> Mathias  
 Obrian his heyres and Assignes shall and will from time to time  
 and Att And att all tymes hereafter dureing the space of Seaven  
 yeares, att th<sup>e</sup> request and att th<sup>e</sup> proper cost and Chardge in th<sup>e</sup>  
 Law of him th<sup>e</sup> s<sup>d</sup> Richard Edelen his heyres and Assignes make  
 doe Execute and suffer and cause to be made done Executed and  
 Suffered all and Every such farther and other Act or Actes thinge  
 or thinges device or devices Assurance or Assurances whatsoever  
 requisite in th<sup>e</sup> Premises for th<sup>e</sup> better Assureing and more Sure  
 making of the s<sup>d</sup> Bargained Premises unto him th<sup>e</sup> s<sup>d</sup> Richard  
 Edelen his heyres and Assignes for Ever, Bee it by Inrolm<sup>tt</sup> of theis  
 Presentes fyne feofm<sup>tt</sup> or Otherwise, or by any other Such lawfull  
 wayes or meanes as by him th<sup>e</sup> s<sup>d</sup> Richard Edelen his heyres and  
 Assignes or his or their Councell Learned in th<sup>e</sup> law shall be reason-  
 ably devised Advised Or required In Witness whereof the Parties

to theis Indentures have herunto Interchangeably sett to theyr handes Liber E  
and Seales th<sup>e</sup> day and Year above written

Signed Sealed & Delivered	Mathias Obrion	(locus Sigilli)
In Presence of us		
John Mowld		
George Godfry		

John Lemaire entreth this ensueing bill of Sale from John Casak  
(vizt)

Know all men by these p<sup>r</sup>sents that I John Casak of Charles County  
Plant<sup>r</sup> have for a valueable considera<sup>o</sup>n allready in hand re<sup>c</sup>d Sold  
and de<sup>f</sup>d unto John Lemair of the Same County Chyrurgeon one black  
Cow about five or Six yeares old w<sup>th</sup> a Bull calfe by her Side the  
cow being cropt and Swallow forked on the right eare and cropt and  
two Slitts on the left eare, one Heifer two yeare old marked under-  
keeled on th<sup>e</sup> right Eare and cropt on the left eare, one cow calfe  
cropt on both eares and a peice taken out over on both eares, one [fol. 126]  
cow useing at Richard Dods Planta<sup>o</sup>n formerly Sold by the afore<sup>s</sup>d  
Lemaire unto the afore<sup>s</sup>d Casak w<sup>ch</sup> s<sup>d</sup> Cow the s<sup>d</sup> Casake doth  
hereby oblige himsele to deliver or cause to be delivered unto the  
s<sup>d</sup> Jn<sup>o</sup> Lemaire or his assignes upon demand, as allso all the Stocks  
now belonging unto the s<sup>d</sup> John Casak being forty five in number  
certainely knowne, marked cropt on both eares and a peice taken out  
over on both eares, together w<sup>th</sup> all the corne provissions poultry  
household Stuff and other implem<sup>ts</sup> belonging unto the s<sup>d</sup> John  
Casak and now delivered unto the s<sup>d</sup> Jn<sup>o</sup> Lemaire all w<sup>ch</sup> s<sup>d</sup> Cattell  
hoggs and other things afore<sup>s</sup>d Jn<sup>o</sup> Casak doth hereby binde him-  
sele his Executors and Adm<sup>rs</sup> to warr<sup>t</sup> and defend him the s<sup>d</sup> John  
Lemaire his heyres Executors or assignes from all or any Just or  
legall claime or claimes that may or Shall be made unto the afore<sup>s</sup>d  
goods and chattells or unto any part or parcell thereof by any p<sup>son</sup>  
or p<sup>sons</sup> w<sup>soever</sup>, in Testimony hereof the afore<sup>s</sup>d John Casak hath  
hereunto Sett his hand and Seale the one & twentyeth day of March  
in th<sup>e</sup> one & fortyeth yeare of the Dominion of Cecilius &c and in the  
yeare of our Lord God one thousand Six hundred Seventy & two  
Signed Sealed and delivered Jn<sup>o</sup> Casak (locus Sigilli)

in p<sup>r</sup>sence of Tho: Lomax  
Henry Hawkins  
Cleborne Lomax

M<sup>r</sup> Jn<sup>o</sup> Douglas entereth this ensueing marke of one mare for his  
Daughter Sarah (viz<sup>t</sup>) Branded w<sup>th</sup> th<sup>e</sup> letter D on the neare Shoulder  
& th<sup>e</sup> neare eare holed

He allso entreth the birth of his Daughter Elizabeth (viz<sup>t</sup>) borne  
Aprill th<sup>e</sup> Six & twentieth Anno<sup>q</sup> Dñi 1673:

Liber E Humphry Jones entreth this ensueing discharge

To all Christian People to whome these p<sup>r</sup>sents Shall come, I George Banks of Charles County in the Province of Maryland Send greeting know yee that I the s<sup>d</sup> George Banks for good causes and valueable considera<sup>t</sup>ions him thereunto moveing have remised released and ever quitt clamed and by these p<sup>r</sup>sents for himselfe his heyres Executors and Adm<sup>rs</sup> or assignes doth fully absolutely & clearly remise release and for ever quitt claime unto Humphry Jones of the County & Province afore<sup>s</sup>d in his full possession and Seizen and to his heyres Executors Adm<sup>rs</sup> or assignes forever all Such Right Title & Intrest & demand w<sup>h</sup>soever as he the s<sup>d</sup> George Banks had or ought to have of in or to all & every the messuage Tenem<sup>t</sup> or one hundred acres of Land in the County afore<sup>s</sup>d or of or into all and every part & parcell thereof by force and virtue of any Indenture or other assureance thereof acknowledged or made by the s<sup>d</sup> Humphry Jones to me the s<sup>d</sup> George Banks by any other wayes or meanes To have and to hold all the s<sup>d</sup> Messuage or Tenem<sup>t</sup> unto the s<sup>d</sup> Humphry Jones his heyres or assignes & to the onely use & behoof of the s<sup>d</sup> Humphry Jones his heyres Executors and Adm<sup>rs</sup> forever Soe that neither th<sup>e</sup> s<sup>d</sup> George Banks nor his heyres Executors Adm<sup>rs</sup> or assignes nor any p<sup>er</sup>son or p<sup>er</sup>sons for him or them or in his or theyre names or in the name right or Stead of any of them, Shall or will by any way or meanes hereafter have claime challenge or demand any estate right Title or Intrest of in or to the p<sup>r</sup>misses or any part or parcell thereof, but from all & every acco<sup>n</sup> Right Estate Title Intrest or demand of in or to the p<sup>r</sup>misses or any part or parcell thereof they & every of them Shall be utterly excluded and bar<sup>d</sup> forever by these p<sup>r</sup>sents & also the s<sup>d</sup> George Banks & his heyres Executors Adm<sup>rs</sup> the s<sup>d</sup> messuage Tenem<sup>t</sup> Lands & other the p<sup>r</sup>misses w<sup>th</sup> the appurtenances to the s<sup>d</sup> Humphry Jones his heyres Executors Adm<sup>rs</sup> & assignes to his or theyre p<sup>er</sup> use and uses in manner & forme aforespecefied ag<sup>t</sup> theyre heyres Executors Adm<sup>rs</sup> & assignes & every of them Shall warr<sup>t</sup> & forever defend by these p<sup>r</sup>sents in witness whereof I have interchangeably put my hand and Seale this 28<sup>th</sup> day of May Anno<sup>q</sup> 1673 George Banks (locus Sigilli)

Signed Sealed & de<sup>f</sup>d by turfe  
& twigg w<sup>th</sup> possession & Seizin  
in p<sup>r</sup>sence of Rob<sup>t</sup> Robins  
Owen Jones

George Godfrey Administrator of the goods and Chattells of Stephen Mountague late of Charles Co<sup>m</sup> de<sup>c</sup>d confesseth Judgm<sup>t</sup> unto Fra: Wine for th<sup>e</sup> Sum<sup>e</sup> of eight hundred pounds of to<sup>b</sup>:

Josaphett Dorosell acknowledgeth Samuel Cressy to be his true and lawfull Attorney



In a certaine difference depending between George Godfry Plaintiff and Hugh Frensh Def<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> not appeareing it was ordred that th<sup>e</sup> Plaintiff Should have judgem<sup>t</sup> for his debt if th<sup>e</sup> Def<sup>t</sup> appeare not the next Court to defend th<sup>e</sup> Suite comēd

Liber E

In a certaine difference depending between John Grubb Plaintiff & Robert Doyne Def<sup>t</sup>, the Def<sup>t</sup> not haveing his Evidence ready in Court craved a reference wch was granted

Elizabeth Young was attach't to Answere unto Nich Skidmoore in a plea of trespass on the case, For that whereas the sd Nicholas on the first day of September Anno Domini 1671 & at divers dayes and tymes Since till this p'sent tyme did at the Speciall instance at request of her the sd Elizabeth make & allter sevall clothes for her Selfe and diverse of her Famely amounting to the Summe of Six hundred and forty poundes of to<sup>b</sup>: & caske in considera<sup>o</sup>n whereof the sd Eliza: did then assume on her Selfe and to the sd Nich: did promise that Shee the sd Eliza: the sd Summe of Six hundred forty & five pound of to<sup>b</sup> when thereunto required would Satisfie yet Nevertheless shee the sd Eliza: her sd promise & assum<sup>o</sup>n little mindeing or regarding but deviseing & fraudelently intending him the sd Nicholas of the sd Summe of to<sup>b</sup> to deceive, allthough often thereunto required hath not Satisfied but doth alltogether refuse the Same whereby the sd Nich: Sayes he is damnified to the value of eight hundred poundes of to<sup>b</sup> & thereupon he brings his Suite; [fol. 127]

Hugh Thomas Sworne and declares that he tendred the to<sup>b</sup> on the behalfe of M<sup>rs</sup> Young if th<sup>e</sup> sd Skidmore would Shew him the accompt w<sup>ch</sup> he refused, & farther Sayes not; whereupon the Comissioners ordred that th<sup>e</sup> Plaintiff pay cost & charge of Suite

James Mackey acknowledgeth this ensueing Tract of Land in open Court unto Francis Kylborne called Scotland yard

This Indenture made the twelfth day of March in the xxxxi th Yeare of the Dominion of Cecilius &c and in the Yeare of our Lord one thousand Six hundred Seventy & two by and Between James Mackey of Charles County in the Province of Maryland Planter of the one part and Francis Kylborne of the Same County & Province of the other part Witnesseth that the sd James Mackey for and in considera<sup>o</sup>n of the quantity of two thousand poundes of to<sup>b</sup> unto the Sd James Mackey before the ensealeing & delivery of these p'sents by the sd Fra: Kylborne well and truly pd, the receipt whereof the sd James Mackey doth hereby acknowledg and himself to be therew<sup>th</sup> fully Satisfied & contented & thereof & of every part and pcell thereof doeth clearely acquitt exonerate & discharge the sd Francis Kylborne his heyres Executors Adm<sup>rs</sup> & assigns and every of them by these p'sents, Hath given granted bargained assigned transferd enfeofeed

**Liber E** and confirmd and by these p<sup>r</sup>sents doth fully clearly and absolutely give grant alien bargain sell assigne transfer enfeofee and confirm unto the sd Francis Kylborne his heyres and assignes forever all that parcell or Tract of Land lyeing Scituat and being in Charles County called by the name of Scotland yard lyeing on the East Side of Annacostinge River begininge at a bounded Hickory standinge by the water side & runninge North up the River, for breadth the length of two hundred & fifty perches to a bounded Oake bounded on the North with a line drawne East into the woods for the length of three hundred & twenty perches to a bounded Oake on the East with a Lyne drawne South from the ende of the former line untill you intersect a parralell line drawne from the first bounded Hickory on the South with the said parralell on the West with the said River, Conteyninge & now layd out for five hundred Acres more or lesse Together with all howses Edifices Orchards Gardens, Hawkinges huntings, fishings fowlings, & all & singular other appurtenances & priveledges to th<sup>e</sup> said land belonginge or in any manner of way appertaininge To have & to hold the said land & premisses with their and e<sup>v</sup>y of their rights, members & appurtenances before by theise p<sup>r</sup>ntes bargained & sold or hereby intended to be bargained & sold together with all the priveledges before men<sup>c</sup>oned to him the said Francis Kilborne his heires & assignes forever And the said James Mackey for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant promise & grant to & with the said Francis Kilbourne his heires & as<sup>s</sup>: that he the said James Mackey his heires execut<sup>rs</sup> & adm<sup>rs</sup> the said land & all other the before bargained p<sup>r</sup>misses w<sup>th</sup> e<sup>v</sup>y p<sup>r</sup>te & p<sup>r</sup>cell thereof with their and e<sup>v</sup>y of their appurtenances to him the said Francis Kilbourne his heires & assignes to th<sup>e</sup> use abovemen<sup>c</sup>oned ag<sup>st</sup> him the said James Mackey his heires & assignes and any other p<sup>r</sup>son or p<sup>r</sup>sons whatsoever lawfully claimeinge from by or under him them or any of them, shall & will for ever hereafter warrant & defend by theis p<sup>r</sup>ntes the Rentes & services which hereafter shall grow due & payable to the Lord or Lords of the Fee or Fees for & in respect of his or their Seignory or Seigniories alwaies excepted and foreprized In witnes whereof the parties first abovemen<sup>c</sup>oned hath hereunto sett his hand and seale the day & yeare first above written:

Signed sealed & deli<sup>v</sup>d

in th<sup>e</sup> p<sup>r</sup>nce of us

Tho Hussey

W<sup>m</sup> Barton Jun<sup>r</sup>

Signum

Jacobi [blank] Mackey

(locus) sigilli

M<sup>r</sup> Humphry Warren enters his marke of horses as folt: **H**  
on the neare Shoulder :

Clement Theobalds acknowledgeth the ensueinge conveyance of a tract of Land called Durham unto Thomas Corker in open Court vizt.

This Indenture made the Ninth day of September in the yeare of our Lord God One thousand six hundred Seaventy & three, Betweene Clement Theobalds of Charles County in the Province of Maryland Planter of the one parte And Thomas Corker Planter of the other parte Witnesseth that th<sup>e</sup> said Clement Theobalds as well for & in Considera<sup>o</sup>n of the sume of Thirty thousand pounds of Tobacco & Cask to him in hand by the said Thomas Corker paide, the Receipt whereof the said Clement Theobalds doth hereby acknowledge, and himselfe to be therewith fully satisfied, contented & paid, And thereof & therefrom & of & from every parte & parcell thereof doth acquitt & discharge the said Thomas Corker, his heires execut<sup>rs</sup> and adm<sup>rs</sup> by theis p<sup>ntes</sup> As also for divers other good causes & considera<sup>o</sup>ns him thereunto moveinge Hath bargained aliened sold enfeofed assigned & sett over unto the said Thomas Corker his heires & as<sup>s</sup> for ever, All that his Planta<sup>o</sup>n or Tract of Land called Durham beinge in Charles County by the water side on the West side of Porttobacco Creeke begininge at a bounded White Oake the bound tree of a p<sup>cell</sup> of land formly belonginge to the said Theobalds & by him sold to John Paine deceased the said White Oake standinge neare to a pointe called Plumtree point thence runninge North & by East up the creeke for breadth Eighty five perches to a bounded Oake standinge by the Mash side boundinge on the North by a line drawne West & by North, from the said Oake for length three hundred & twenty perches, on the West by a lyne drawne South & by West untill it intersect a parralell lyne drawne from the said bounded white oake, on the South with the said Parralell, on the East with the s<sup>d</sup> Creeke conteyninge & layd out for One hundred & Sixtie acres more or lesse, with all & singular the howses, gardens, Orchards, buildinges, pastures, feedings woods, underwoods, wayes, waters, watercourses, proffitts Comodities & appurten<sup>ces</sup> to th<sup>e</sup> s<sup>d</sup> p<sup>misses</sup> or any p<sup>te</sup> or p<sup>cell</sup> belonginge or in any wise appertaininge, And also all the Right estate title, interest use property, po<sup>ssion</sup>, reversion claime & demand of him the said Clement Theobalds of and in the same, together with all deedes writings, Evidences, manuscripts or papers, touchinge or concerninge the same or any parte or p<sup>cell</sup> thereof To have & to hold the aforesaid Planta<sup>o</sup>n & p<sup>cell</sup> of land & all & singular other the premisses before granted bargained & sold with their & e<sup>v</sup>y of their rights, members & appurtenances whatsoever unto the said Thomas Corker his heires and as<sup>s</sup>: forever, And the said Clement Theobalds doth for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> Covenant promise & grant to & with the said Thomas Corker his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> that the premisses now are, & forever hereafter shall be & continue, free & Cleare, & freely & clearely, acquitted exonerated & discharged of and from all & singular former & other bargaines, sales gifts, grantes, leases Rent<sup>es</sup>, arrearages of Rents, Rentcharges, Mortgages Joyntures

Liber E

[fol. 128]

**Liber E** Dowres, Rights & titles of Dower claimes demands & incumbrances whatsoever by him, them or any of them formerly had done or comitted, or to be had done or Committed And the said Clement Theobalds for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> the afore<sup>sd</sup> Plantacon & pcell of Land, & all & singular other the premisses before granted bargained & sold with the appurtenances unto the said Thomas Corker his heires and as<sup>s</sup>: forever, ag<sup>st</sup> him the saide Clement Theobalds his heires & as<sup>s</sup>, and against all & e<sup>vy</sup> pson & psons whatsoever lawfully claimeinge by from or under him them or any of them And against all other psons whatsoever shall & will warrant & for ever defend by theis pntes And the said Clement Theobalds for himselfe his heires execut<sup>rs</sup> and adm<sup>rs</sup> doth Covenant promise grante & agree to & with the said Thomas Corker his heires & as<sup>s</sup>: by theis pntes that the said Thomas Corker his heires & as<sup>s</sup>: & every of them shall & may, by force & virtue of theise pntes from tyme to tyme and at all tymes for ever hereafter, lawfully peaceably and quietly, have, hold, use, occupie, possesse & enjoy the said Plantacon & pcell of land and all & singular the before menconed p<sup>r</sup>misses with their & e<sup>vy</sup> of their rights members and appurtenances, and have receive & take all the Rentes, issues, & proffitts thereof to his and their owne propper use & behoofes, without any manner of lett trouble Eviction or interrupcon of or by the said Clement Theobalds his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup>: or any of them or of or by any other pson or psons whatsoever (The rentes & services which from henceforth from tyme to tyme, for & in respect of the first menconed premisses hereby sold excepted and foreprized) And the said Clement Theobalds doth further Covenant & promise that he the said Clement Theobalds his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme and at all tymes hereafter within the space of Seaven yeares next ensueinge the date hereof, upon the reasonable request, & at the Costs & charges in the Law only of him the said Thomas Corker his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup>: make Seale Convey & deliver such further assurance & assurances for the before bargained premisses (Exceptinge only as before excepted) As the said Thomas Corker his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup>: or any of them, his their or any of their Councell learned in the Law shall him the said Clement Theobalds his heires execut<sup>rs</sup> or adm<sup>rs</sup> or any of them thereto require In witnes whereof the pties aforesaid to theise Indentures interchangeably have putt their hands & seales the day & yeare first above written.

Signed sealed & deli<sup>vd</sup>

in th<sup>e</sup> presence of us

Thomas Witter

Henry Barnes his m<sup>k</sup>e **H**

Clement Theobalds (lo<sup>c</sup>  
sigil)

The ensueinge Memorand<sup>ũ</sup> was endorsed upon the back of the above menconed Deed vizt.

Memorand th<sup>e</sup> day & yeare above written the within named Clement Theobalds did give full poſſion of the howse and Plantacon within specified unto Thomas Corker p̄ Livery & Seisin w<sup>th</sup> turfe & Twigg In p<sup>r</sup>sence of

Thomas Witter  
Henry H Barnes  
his m̄ke

Liber E

Thomas Corker acknowledgeth this ensueinge Conveyance in open Court unto Clement Theobalds, for a p̄cell of Land called (Planters delight) Vizt

This Indenture made the ninth day of September in the yeare of our Lord God One thousand six hundred Seaventy & three, Betweene Thomas Corker of Charles County in th<sup>e</sup> Province of Maryland Planter of the one parte And Clement Theobalds of the same County Planter of the other p̄te, Witnesseth that the said Thomas Corker as well for & in consideracon of the sume of fiteene thousand pounds of tobacco & Cask to him in hand by the said Clement Theobalds paid, the receipt whereof the said Thomas Corker doth hereby acknowledge, & himselfe to be therewith satisfied contented & paid, & thereof & therefrom, And of & from ēvy p̄te & parcell doth acquitt exonerate & discharge the said Clement Theobalds his heires execut<sup>rs</sup> and adm<sup>rs</sup> by theis p̄ntes, As also for oth<sup>r</sup> diverse good Causes & Consideracons him thereunto moveinge Hath bargained aliened sold enfeoffed assigned & sett over And by theise p̄ntes doth fully clearly & absolutely bargain, alien sell enfeoffe, assigne & sett over unto the said Clement Theobalds his heires & as̄: for ever All that his now dwellinge Plantacon & tract of Land (called Planters delight) lyeinge in Charles county in the woods on the West side of Portobacco Creeke begininge at a markt white Oake beinge one of the So: W: & by W: Lyne trees of Jacob Leah from the sd Oake Runninge Southeast & by South for fifty perches To a spanish Oake markt standinge by a Valley side from thence runninge Southwest & by West for three hundred & twenty perches to a marked Red-Oake standinge neare the head of a Valley on the plaine, thence runninge Northwest & by North, for fifty perches to a marked white oake standinge on the plaine, from thence runninge Northeast & by East to the first bound tree conteyninge & laide out for One hundred acres more or less, with all & singular the howses, buildings pastures, feedings woods underwoods wayes waters watercourses, proffitts & comodities & appurtenances whatsoever to th<sup>e</sup> said p<sup>r</sup>misses or any p̄te or p̄cell thereof, or in anywise appertayninge And alsoe all the Right, Estate title, interest, use property poſſion claime & demand of him the said Thomas Corker of and in the same, Together with all Deedes writings, Evidences, manuscripts or papers touchinge or concerninge the same or any p̄te or p̄cell thereof To have & to hold the aforesaid Plantacon & p̄cell of Land & all & singular other the p<sup>r</sup>misses before granted, bar-

[fol. 129]

**Liber E** gained & sold with their & eᵛy of their Rights members & appurtenances whatsoever unto the said Clement Theobalds his & asṡ: forever And the said Thomas Corker doth for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> Covenant promise & grante to & with the said Clement Theobalds his heires execut<sup>rs</sup> and adm<sup>rs</sup> That the premisses now are & forever shall be & continue free & cleare & forever hereafter freely & clearely acquitted exonerated & discharged of & from all & singular former & other bargaines sales guifts, grantes, Leases, Rentcs, arreareages of Rents, rentcharges mortgages, Joyntures, Dowers, Rights & tytles of Dower, Claimes demands & Incumbrances, whatsoever by him them or any of them formerly had done or comitted or to be had done or Comitted And the said Thomas Corker for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth covenant grante & agree to & with the said Clement Theobalds his heires and assignes by these pntes That the said Clement Theobalds his heires & asṡ: & eᵛy of them shall & may by force & virtue of these pntes from tyme to tyme & at all tymes hereafter lawfully peaceably & quietly have hold use occupie possesse & enjoy the said land & plantacon & all & singular other the before granted premisses with their & every of their Rights members & appurtenances And have receive & take the Rentcs issues & proffitts thereof to his & their owne proper use & behoofes without any manner of lett trouble eviction or interrupcon of or by the said Thomas Corker his heires execut<sup>rs</sup> adm<sup>rs</sup> or asṡ: or of or by any other pson or psons w'tsoever (The Rentcs & services which from henceforth from tyme to tyme for & in respect of the first menconed premisses hereby sold shall growe due & payable to th<sup>e</sup> Lord Proprietarie And th<sup>e</sup> said Thomas Corker for himselfe his heires & asṡ: the aforementioned to th<sup>e</sup> said Clement Theobalds his heires & asṡ ag<sup>st</sup> all psons will warrant & defend And the said Thomas Corker doth further Covenant & promise that he the said Thomas Corker his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes hereafter within the space of Seaven yeares next ensueinge upon th<sup>e</sup> reasonable request & at the costs & charges in th<sup>e</sup> Law only of the said Clement Theobalds his heires or asṡ: make seale Convey or deliver such further assurance for the before granted premisses as the said Clement Theobalds his heires or asṡ: or any of their Councell learned in the Law shall him the said Thomas Corker his heires execut<sup>rs</sup> or adm<sup>rs</sup> or any of them thereto require In witnes whereof the pties aforeṡd to theis pnte Indentures have Interchangeably putt their hands & seales the day & yeare first above written.

Tho Corker (loṡ  
sigit)

Signed sealed & deliᵛd

in th<sup>e</sup> presence of us

Thomas Witter

Henry Barnes

his H mke

The ensueinge (Memorandum) is endorsed upon the back of the above menconed deede viz<sup>t</sup>, Memorandum that full poſſion of the  
 ſd Land and Plantacon by Livery & Seisin with Turff & twigg was  
 deliṽd by the ſd Corker to th<sup>e</sup> ſd Theobalds the day & yeare within  
 written in th<sup>e</sup> pnce of us. Liber E

Thomas Witter

Henry H Barnes

his marke

Bee it knowne unt all men by theis pntes That I Thomas Yeabsley of Plimouth in th<sup>e</sup> County of Devon merchant Execut<sup>r</sup> of the Last will & Testament of Amos Short who lately died at Virginia or partes thereabouts, & before such his death Ordeined me the Execut<sup>r</sup> of his Last will And one Robert Slye of Maryland his Adm<sup>r</sup>, Have made constituted and in my place & steed putt my trusty freind Alexander Doniphon of Plymouth aforesaid merchant my true & lawfull Attorney for me & in my name & to my use to call to an Accompt the said Robert Slye for all such goods & Estate as the said Amos Shorte died possest of & came to the hands of the said Robert Slye or since he hath recovered & gott into his Custodie, & all such debts as he the said Robert Slye hath since the death of the ſd Amos Short receaved from any pson or psons that were oweinge to him the ſd Amos Short, & of an from all such goods.as the said Amos Short recd of me, And to aske leavy & receive of the said Robert Slye all such oth<sup>r</sup> goods debts or sumes of money as he is lyable to pay unto me & the Law shall charge him as due unto me by any way or meanes whatsoever, & to receive of him all papers Accompt Bills & other wrytinges as concerne the estate of the said Amos Short, And alsoe to aske require leavy & recover of all such other pson or psons whatsoever ag<sup>st</sup> whom it shall apperteyne, All such Sumē & Sumes of money, goods debts or Comodities as were oweinge to the said Amos Short & from me are deteyned Giveinge and hereby grantinge unto my said Attorney my full & wholl power & authoritie in the Law the said Robert Slye for not giveinge an accompt, payment & makeinge satisfaction or any other pson or psons whom it may concerne for not payment to Implead arrest Sue declare Imprison cause to be condemned & out of prison againe to deliṽ & release and upon receipt acquittance or other discharge in my name to give & deliver Attorney or Attorneys under him to ordeyne & sett, & at his pleasure againe to revoake And moreover to doe & execute for me & in my name & steed all & eṽy oth<sup>r</sup> Act or Acts thinge or things requisite to be done in the p<sup>r</sup>misses, as truly & effectually as I my selfe might doe if I were psonally p<sup>r</sup>sent, And all & whatsoever my said Attorney shall doe or cause to be done herein I promise to allowe performe ratife & stablish In witnes whereof I have hereunto sett my hand & seale the nine & twentieth day of July in the three & twentieth yeare of the reigne of our Sovereigne Lord Charles the Second by the grace of God Kinge of

Liber E England Scotland France & Ireland Defender of The faith &c Annoq̃  
Dñi 1671. Thomas Yeabsley (loē

Sealed & deliᵛd in th<sup>e</sup> pñce of

sigil)

John Rowe

Edward Hooper Not<sup>us</sup> Publ.

Richard Chubb

Tho : Raddon

Know all men by theis pñtes that I Alexander Doniphon of Plymouth m̃ch<sup>t</sup> by virtue of a ĩre of Attorney to me granted by Thomas Yeabsley of Plymouth m̃chant & Executor of th<sup>e</sup> last will & Testament of Amos Short late in Maryland deē, beareinge date th<sup>e</sup> 29<sup>th</sup> day of July in the three & twentieth yeare of th<sup>e</sup> reigne of our Sovereigne Lord Charles th<sup>e</sup> second &c Annoq̃ Dñi 1671 have constituted ordeyned & appointed and by theise pñtes doe constitute ordeine & appointe Samuēll Cressey of Charles Countie in th<sup>e</sup> Province of Maryland my true & lawfull Attorney for me & in my name to require recover & receive of any p̃son or p̃sons whatsoever any such debt or debts as shall appeare to be due to the said Amos Short from any

[fol. 130] p̃son or p̃sons whatsoever in this province of Mary-Land Giveinge & by theise pñtes grantinge unto my said Attorney my wholl & full power & authoritie To Act or doe or cause to be Acted or done in & for the Recovery of the premisses as far forth as the Law will p̃mitt or I might doe if p̃sonally p̃sent And all & whatsoever my said Attorney shall doe or cause to be done in & concerninge the premisses I doe promise to Ratifie & allow of as if done by my selfe or I were there present In witnes whereof I have hereunto sett my hand & Seale this first day of October Anno Domini 1672.

Signed Sealed & deliᵛd

in th<sup>e</sup> pñce of us

Hen : Adams

Thomas Nuttinge

Alexander Doniphann

in th<sup>e</sup> behalfe of Thomas

yeabsley (loē

sigil)

To the Worshippfull the Com̃issioners of Charles County the humble Petiōn of Thomas Damer humbly Sheweth

That Whereas the s̃d Thomas Damer did on the twenty first day of August in the yeare of our Lord 1668 Covenant & agree w̃th Thomas Tolson of London Merc̃t to Serve him the s̃d Tolson or his assignes for the term of fowre yeares after his first & next arivall in Virginia or Maryland as by a Testimoniall from under the Seale of the office here in Court p̃duced it may appeare Yet Nevertheless Humphry warren Merc̃t Factor for the s̃d Thomas Tolson did at his arrivall into this Province contrary to the s̃d Covenant Sell your Petiōner here for the Custome of the Countrey and tooke the s̃d Testimoniall of the Office from your petiōner and blotted out your Petiōners name and put in the name of another Serv<sup>t</sup> w<sup>ch</sup> was at the same tyme Sold by him Soe that your Petiōner is thereby much



Injured and in danger of Serveing Seven yeares except your Worships be pleased to take the p<sup>r</sup>misses into y<sup>r</sup> considera<sup>o</sup>ns and grant him an order for his freedome together w<sup>th</sup> his Corne and clothes w<sup>ch</sup> Your Peti<sup>o</sup>ner humbly craves Your Worships would be pleased to doe, And Your Peti<sup>o</sup>ner as in Duty bound Shall ever pray &c. Liber E

And the s<sup>d</sup> Damer puts himselfe on the Countrey, whereupon the Com<sup>is</sup>sioners ordred that a writt of Venire should be entred & directed to Sheriff w<sup>ch</sup> was done, and twelve men Sum<sup>o</sup>ned whose names are hereunder written, Imprimis

Owen Jones foreman: Roger Dikeson: John Munn: Jn<sup>o</sup> Lambert William Nevill: John Smith: W<sup>ill</sup> Marloe: John Bissike: Rob<sup>t</sup> Cossleton: W<sup>m</sup> Grant: Henry Barnes: Rob<sup>t</sup> Clarke: w<sup>ch</sup> Jury brought in the ensueing Virdict viz<sup>t</sup>.

that The Indenture belonged to Thomas Damour and by Virtue of it he is free, whereupon the Com<sup>is</sup>sioners ordred that Judgem<sup>t</sup> Should be entred ag<sup>t</sup> Jn<sup>o</sup> Cage w<sup>th</sup> costs of Suite w<sup>ch</sup> cost is hereunder written;

To Atornys fees.....	60 <sup>lb</sup> to <sup>b</sup>
To attendance 3 Courts two dayes each Court...	180
To Ambrose Hall for attendance two Courtes...	120
	<hr/>
	360

Francis Kylborne and Francis Wine became bound to the Com<sup>is</sup>sioners of this County In a bond of twenty thousand poundes of tobacco to beare them harmless from the Estate of an Orfane named Daniell Johnson:

Samuell Cressy enters this followeing L<sup>r</sup>e of Att<sup>r</sup>. upon reccord;

Know all men by these p<sup>r</sup>sents that I John Jarboe of S<sup>t</sup> Marys County in the Province of Maryland Gen<sup>t</sup>. have constituted ordeyned & appoynted & by these doth constitute ordeyne and appoynt Sam: Cressy of Charles County in the Province afore<sup>s</sup>d my true and lawfull Attorney for me and in my name and Stead to assure & confirme unto Thomas Baker of the s<sup>d</sup> County my whole Title and Intrest of a Small parcell of Land formerly given to the s<sup>d</sup> Baker, being Part of a Pattent the remainder whereof was Sold to John Nevill as all my Title & intrest in the land whereon the s<sup>d</sup> Thomas Baker now dwelleth and upon agreem<sup>t</sup> & Satisfac<sup>o</sup>n made by Thomas Warner of the same County to confirme unto the s<sup>d</sup> Thomas Warner the land whereon he the s<sup>d</sup> Warner liveth being another part of the Same Dividend, As allso for me & in my name & to my use to aske demand levye recover & receive of any p<sup>er</sup>son or p<sup>er</sup>sons w<sup>h</sup>soever any Such Sum<sup>e</sup> or Sum<sup>es</sup> of to<sup>b</sup> as Shall be due from any p<sup>er</sup>son or p<sup>er</sup>sons w<sup>h</sup>soever, Giveing unto my s<sup>d</sup> Attorney my full power & Authority [fol. 131]

Liber E to act or doe in any of th<sup>e</sup> before men<sup>c</sup>oned p<sup>r</sup>misses, as farr forth as the law will p<sup>r</sup>mit or I might doe in my owne p<sup>r</sup>son, Ratifieing & alloweing for firme & Stable w<sup>t</sup>soever my s<sup>d</sup> Attorney Shall doe or cause to be done in the p<sup>r</sup>misses as if done by my Self or I were there p<sup>r</sup>sent in Witness whereof I have hereunto Set my hand and Seale this 26th of June 1673 John Jarbo (locus Sigilli)  
Signed Sealed & d<sup>d</sup>  
in p<sup>r</sup>sence of  
Ignatius Causine  
Thomas Mathewes

Ordered that John Posey pay out of the Estate of Edward Sa<sup>m</sup>on unto Meverill Hulse six hundred & fifty pounds of tobacco & two barrells of Indian Corne, w<sup>ch</sup> Corne the s<sup>d</sup> Hulse doth accept of for three hundred pounds of Tobacco.

In a difference dependinge betweene Edmond Lindsey Pl<sup>t</sup> & George Godfrey Adm<sup>r</sup> of the goods & Chattles of Stephen Mountague dec<sup>d</sup> Defd<sup>t</sup> A Refference is granted at th<sup>e</sup> request of the Defd<sup>t</sup>.

In a difference dependinge betweene Rowland White Pl<sup>t</sup> & Nicholas Scudamore Defd<sup>t</sup> The Pl<sup>t</sup> by Samu<sup>e</sup>ll Cressey his Attorney declares ag<sup>st</sup> th<sup>e</sup> Defd<sup>t</sup> for th<sup>e</sup> su<sup>m</sup>e of 450<sup>lb</sup> to<sup>b</sup> & one barrell of Indian Corne due by bill for which he confest Judgment

In a difference dependinge betweene John Grubb Plaintiffe & Francis Kilbourne Defd<sup>t</sup> The Pl<sup>t</sup> by Samu<sup>e</sup>ll Cressey his Attorney declares in a Plea of Trespas on the Case, for th<sup>e</sup> cure & Pasturage of a horse of th<sup>e</sup> Defd<sup>ts</sup> for which th<sup>e</sup> Defd<sup>t</sup> assumed to pay unto th<sup>e</sup> Pl<sup>t</sup> fower hundred pounds of tobacco, Nevertheles the cure not beinge p<sup>r</sup>fected the Court Ordered the Defd<sup>t</sup> to pay unto the Pl<sup>t</sup> Two hundred pounds of tobacco & Costs of Suite which Costs are here underwritten.

	lb to <sup>b</sup>
Attorney's fee .....	060
Attendance at Court two dayes & comeinge & goeing two dayes more.....	090
Attendance of Thomas Baker Two daies, & comeinge & goeing two daies.....	090
Attendance of John Kimborrow Two dayes, & come- inge & goeing two daies.....	090
Attendance of Thomas Helgar for two dayes & come- inge & goeing two daies.....	090

---

Costs In all 420

Richard Boughton Confest Judgement to Thomas Yeabsley for fower hundred pounds of Tobacco

In a difference dependenge betweene Hugh Macknemar Pl<sup>t</sup> & Liber E George Shenson Defd<sup>t</sup> A refference is granted to th<sup>e</sup> Defd<sup>t</sup>

In a difference dependenge betweene Thomas Baker Plan<sup>tf</sup> & Francis Kilbourne & Elizabeth his wife Adm<sup>rx</sup> of all & singular th<sup>e</sup> goods & Chattles of Daniell Johnson, de<sup>c</sup>, The Plaintiffe declareinge by his Attorn<sup>n</sup> Samuell Cressey in a plea of Trespas on the Case That at th<sup>e</sup> request of the s<sup>d</sup> Johnson he had paid for th<sup>e</sup> s<sup>d</sup> Johnson unto Amos Short the sume of fower hundred & twenty pounds of Tobacco for goods sold by th<sup>e</sup> s<sup>d</sup> Short unto th<sup>e</sup> Sd Johnson, alleadgeinge the s<sup>d</sup> Johnson did promise & assume to repay him th<sup>e</sup> s<sup>d</sup> Baker at his request, But not makeinge his declaracion nor allegacion appeare to th<sup>e</sup> Court, nor th<sup>e</sup> Court findinge any cause of Action, The Pl<sup>t</sup> was nonsuited and Ordered to pay Costs to th<sup>e</sup> Defd<sup>ts</sup> as followes vizt.

	ib tobacco
Attorney's fee .....	o6o
To John Smith for Two dayes attendance.....	o6o
	<hr/>
	120

In a difference dependenge betweene Capt<sup>n</sup> Hugh ONeale Plaintiffe & John morris & Hugh French Defd<sup>ts</sup> The Pl<sup>t</sup> declareinge that th<sup>e</sup> Defd<sup>ts</sup> (contrary to an Act of Assembly &c) about Novemb<sup>r</sup> 1672, inticed a servant, & her (beinge then absented from her Maisters service) did entertaine, & shee beinge demanded of them they did deteyne for sevall weekes, It is ordered the Defd<sup>ts</sup> pay unto the Pl<sup>tf</sup> fower hundred pounds of Tobacco for damages susteyned by him, for their entertaineinge of his Covenant Servant Rachell Cooke: for th<sup>e</sup> future prevention of others in th<sup>e</sup> like case And also that th<sup>e</sup> Defd<sup>ts</sup> pay Costs of suite also to th<sup>e</sup> Plaintiff, vizt

Attorneyes Fee .....	o6o
Attendance 2 Courts of Garrat Hamond 4 daies....	120
Attendance 2 Courts of Melchor Keckman 4 daies..	120
Attendance of Margaret Ward 2 Courts 4 daies....	120
Attendance of Richard Lovegrove 2 Courts 4 daies..	120
Attendance of Rachell Cooke 2 Courts 4 daies.....	120
Attendance of Peter Mason 2 Courts 4 daies.....	120
Attendance of Thomas Tasebury 2 Courts 4 daies..	120
Attendance of Ralph Cotes 1 Courts 2 daies.....	o6o
Attendance of John Harte 1 Court 2 daies.....	o6o
	<hr/>
	1020

In a difference dependenge betweene William Payne Pl<sup>t</sup> & Edward Price Defd<sup>t</sup> The pl<sup>t</sup> petitioned the Court ags<sup>t</sup> the Defd<sup>t</sup> as marryinge the Relict of John Thompkinson for his freedome & his Corne & clothes, which beinge putt to a Jury of twelve men vizt Owen Jones

Liber E foreman Roger Dickenson, John Munne, John Lambert William Nevill, John Smith, William Marloe, John Bissick, Robert Cossleton William Grant, Henry Barnes, & Robert Clarke they found for the Defd<sup>ts</sup>

Whereas sevall Attorneyes have undertaken to mañage Serv<sup>ts</sup> Causes ags<sup>t</sup> their Maisters & M<sup>rs</sup> to th<sup>e</sup> M<sup>rs</sup> & M<sup>rss</sup> greate charge & damage It is ordered that no pson Act as Attorney for any Serv<sup>t</sup> hereafter, But such as the Court shall appointe

[fol. 132] In a difference dependinge betweene Roger Dickenson & John Waters, Dickenson petitioned the Court that he might have an Attachment ag<sup>st</sup> th<sup>e</sup> estate of Japhet Griffin remayninge in th<sup>e</sup> hands of th<sup>e</sup> sd Waters, who at a Court held in November last made oath that he had not to th<sup>e</sup> value of One hundred pounds of tobacco of the estate of the said Japhet Griffin in his hands, but it appeareinge that he had a bill due to th<sup>e</sup> sd Japhet in his Custody for th<sup>e</sup> Summe of Seaventeene hundred pounds of Tobacco of William Pascalls, It is ordered when Roger Dickenson shall receive the sd summe (the bill beinge deli<sup>vd</sup> to him in Court) he shall pay unto John Waters fower hundred thirty & one pounds of Tobacco

The Court is Adjourned untill the Second Tuesday in June next

David Thomas Records this his marke vizt Crop on both Eares & underkeeld on both eares, & a little slit in the upper parte of both eares, with a small peece taken out

Samuell Cressy demands a Writt ag<sup>t</sup> Sam: Harsnett warr<sup>t</sup> to th<sup>e</sup> Sh: ref. June the 10<sup>th</sup> 1673

Sh: ref. cepi cor<sup>p</sup>.

Thomas Baker demands a warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Doyne warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

Sh: ref. cepi

Philip Lines versus Sam: Cooke – warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra  
Sh: ref cepi

Rich<sup>d</sup> Smoot demands a warr<sup>t</sup> ag<sup>t</sup> Thomas Howell warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

Sh: ref. cepi

Sam: Cressy demands a warr<sup>t</sup> ag<sup>t</sup> Ralph Coates – warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

Sh: ref. non inven<sup>t</sup>.

Benjamin Whitchcot demands a warr<sup>t</sup> ag<sup>t</sup> Rob<sup>t</sup> Cady warr<sup>t</sup> to th<sup>e</sup> Sh: ref. ut Supra

Sh: ref. non inven<sup>t</sup>.

Jn<sup>o</sup> Heard demands a warr<sup>t</sup> ag<sup>t</sup> Giles Cole – warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>: re<sup>i</sup>. Liber E  
ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. non invent<sup>i</sup>.

George Brett demands a warr<sup>t</sup> ag<sup>t</sup> Jeremiah Dikeson warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. non invent<sup>i</sup>.

Rich<sup>d</sup> Edelen demands a warr<sup>t</sup> ag<sup>t</sup> Edmond Taylor warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. non invent<sup>i</sup>.

John Place demands a warr<sup>t</sup> ag<sup>t</sup> John Mould – warr<sup>t</sup> to th<sup>e</sup> Sh<sup>h</sup>:  
re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. non invent<sup>i</sup>.

Edward Maddox demands a warr<sup>t</sup> ag<sup>t</sup> John Waters – warr<sup>t</sup> to the  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. non invent<sup>i</sup>.

Sam: Cressy demands a warr<sup>t</sup> ag<sup>t</sup> Francis Kylborn – warr<sup>t</sup> to th<sup>e</sup>  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. cepi

John Grubb demands a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Ambrose – warr<sup>t</sup> to the  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. cepi

John Kymbrow demands a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Ambrose warr<sup>t</sup> to the  
Sh<sup>h</sup> re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. cepi

Rich<sup>d</sup> Ambrose demands a warr<sup>t</sup> ag<sup>t</sup> Rich<sup>d</sup> Dod warr<sup>t</sup> to the Sh<sup>h</sup>  
re<sup>i</sup>. ut Supra

Sh<sup>h</sup>: re<sup>i</sup>. cepi

John Wallton demands a warr<sup>t</sup> ag<sup>t</sup> Henry Bonner warr<sup>t</sup> to the  
Sh<sup>h</sup>: re<sup>i</sup>. ut Supra

Sh<sup>h</sup> re<sup>i</sup>. cepi

Att a Court held in Charles County on th<sup>e</sup> 10<sup>th</sup> day of June A<sup>o</sup> 1673

Com<sup>rs</sup> p<sup>r</sup>sent

M<sup>r</sup> Henry Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> Jn<sup>o</sup> Stone

M<sup>r</sup> Jn<sup>o</sup> Bowles

M<sup>r</sup> Rob<sup>t</sup> Henly

M<sup>r</sup> W<sup>m</sup> Barton

M<sup>r</sup> Thomas Hussy

Ordred that Peter Macknemillion th<sup>e</sup> Sonn of George Mackne-  
million de<sup>c</sup>d be bound to Peter Carr Godfather to th<sup>e</sup> s<sup>d</sup> Peter  
Macknemillion to serve him untill he Shall arrive to the age of one  
& twenty yeares, Its allso farther ordred that that George Godfrey  
& Clem<sup>t</sup> Theobalds take an acc<sup>t</sup> of w<sup>t</sup> estate George Macknemillion  
left & render an acc<sup>t</sup> thereof to the Com<sup>rs</sup> of this County when there-  
unto called &c.

**Liber E** Jeremiah Dikeson p<sup>r</sup>sents a Serv<sup>t</sup> named John Acres who is adjudged to be thirteen yeares of age

Richd Edelen p<sup>r</sup>sents a Serv<sup>t</sup> on th<sup>e</sup> behalfe of James Bowleing named John Tibbitt who is adjudged to be Seventeen yeares of age

Mathew Hill on the behalfe of M<sup>rs</sup> Beane p<sup>r</sup>sents a Serv<sup>t</sup> named Hen Brookes who is adjudged to be nineteen yeares of age

Mathew Hill likewise p<sup>r</sup>sents another Serv<sup>t</sup> of M<sup>rs</sup> Beanes named John Wyott who is adjudged to be Sixteen yeares of age

John Allen p<sup>r</sup>sents a Serv<sup>t</sup> named Richd Green who is adjudged to be Seventeen yeares of age

John Allen likewise p<sup>r</sup>sents another Serv<sup>t</sup> who is adjudged to be Sixteen yeares of age named Rice Farmer

M<sup>rs</sup> Coates p<sup>r</sup>sents a Serv<sup>t</sup> named Charles persivall who is adjudged to be twelve yeares of age

Benjamin Rozer p<sup>r</sup>sents a Serv<sup>t</sup> named John Pattison who is adjudged to be thirteen yeares of age

M<sup>r</sup> Richd Chandler p<sup>r</sup>sents a Serv<sup>t</sup> named Christopher Morrell who is adjudged to be twenty yeares of age

John Clarke p<sup>r</sup>sents a Serv<sup>t</sup> named William Ranford who is adjudged to be thirteen yeares of age

Robt Worrell on th<sup>e</sup> behalfe of M<sup>rs</sup> Young p<sup>r</sup>sents a Serv<sup>t</sup> named Margrett Hall who is adjudged to be eighteen yeares of age

Benjamin Rozer obtained a judgement ag<sup>t</sup> the Estate of John Owen in the hands of George Ostrey for th<sup>e</sup> Sum<sup>e</sup> of eight hundred & Sixteen pounds of to<sup>b</sup>: w<sup>th</sup> costs of Suite

In a difference depending in<sup>t</sup>. Edmond Lyndsy Plaintiff and George Godfrey Adm<sup>r</sup> of th<sup>e</sup> goods & chattells of Stephen Mountague de<sup>c</sup>d Deft th<sup>e</sup> sd Godfrey being Sum<sup>o</sup>ned by a Scire facias to shew reason why Execu<sup>c</sup>on Should not issue forth ag<sup>t</sup> th<sup>e</sup> Estate of Stephen Mountague for the Sum<sup>e</sup> of two thousand pounds of to<sup>b</sup>: ordred that Judgem<sup>t</sup> Should be entred ag<sup>t</sup> the Estate of Richd Randall for the Said Sum<sup>e</sup> of to<sup>b</sup>: &c.

In a certaine difference depending between Sam: Cressy p<sup>l</sup>tf & Sam: Harsenet Def<sup>t</sup> respited untill the next Court

In a certaine difference depending between Thomas Baker Plaintiff and Robert Doyne Defend<sup>t</sup> a reference granted

George Athey Alienates his marke of hoggs unto Thomas Wharton Thomas Hussey Records the ensueinge marke for Johannah Hussey both for Cattle and Horses vizt Cropt on the Right eare and a hole in the same eare The left eare wholl, onely a hole in it

David Thomas Records the ensueinge marke (vizt) Cropt on both eares, & underkeeled on both eares, & a little slitt on the upper side of both Eares w<sup>th</sup> a small peece taken out

Francis Everite & John Bushere Record the ensueinge markes for them both (vizt) A poplar leafe in the right eare & a swallow forke in the left, Cropt in the Right eare, overkeeld in th<sup>e</sup> left eare And a hole in the left eare Liber E

Know all men by theis pntes That I Thomas Baker of Charles County in th<sup>e</sup> Province of Maryland Planter, for a valueable considera<sup>o</sup>n in hand re<sup>cd</sup>, have remitted released & acquitted & by theise pntes doe for me my heires execut<sup>rs</sup> & adm<sup>rs</sup> remitt release & quitt any claime or title that I or my heires execut<sup>rs</sup> & adm<sup>rs</sup> or any other pson by from or und<sup>r</sup> me or them or any of them, may might or could have to any land that might belonge to th<sup>e</sup> sd Thomas Baker within the sd Thomas Popes easterly line by reason of his begininge at the mouth of a Creeke called Bakers creeke Hereby obligeinge my selfe my heires execut<sup>rs</sup> & adm<sup>rs</sup> that th<sup>e</sup> sd Thomas Pope his heires ex<sup>rs</sup> & adm<sup>rs</sup> from tyme to tyme & at all tymes hereafter may have hold use occupie possess & enjoye the said lande within the said lyne men<sup>o</sup>ned, without any lett, trouble, & interruption from or by me my heires execut<sup>rs</sup> & adm<sup>rs</sup> or any of them, or any other pson or psons whatsoever claimeinge by from or under me them or any of them from the day of the date hereof for ever In witnes whereof I have hereunto Sett my hand & seale this 21<sup>th</sup> of October 1673 [p. 133] \*

Signed Sealed & deli<sup>vd</sup> in th<sup>e</sup> pnce of us Samuell Cressey, Richard Edelyn John Dent

Thomas T Bakers marke

(lo<sup>c</sup>

Sigil)

The sd Thomas Baker acknowledged th<sup>e</sup> above men<sup>o</sup>ned release to th<sup>e</sup> sd Tho: Pope in open Court

John Jarbo acknowledged the ensueinge Conveyance of Land unto Tho: Baker this Court vizt

Know all men by theis pntes That I John Jarbo of S<sup>t</sup> Maryes County in th<sup>e</sup> Province of Maryland Gent<sup>l</sup> for se<sup>v</sup>all good causes & considera<sup>o</sup>ns me thereunto moveinge And for a valuable considera<sup>o</sup>n re<sup>cd</sup> have bargained sold & sett over And by theise pntes doe clearely & absolutely assigne & Sett over unto Thomas Baker of Charles Countie Planter One small pcell of land lyeinge Scituate & beinge in Charles County begininge at the head of a Springe neare to th<sup>e</sup> house where the sd Thomas Baker now liveth & runninge from thence to a Hickory tree standinge in the cleare ground & from thence to th<sup>e</sup> waterside, & from thence to a locust standinge in a hollow beinge the bound tree of the land whereon the sd Baker now liveth & from th<sup>e</sup> Springe to th<sup>e</sup> sd Bakers fence beinge a parte of a Pattent of three hundred acres, which pcell of lande was by me

\* From this point the clerk abandons folio numbers and continues his numerical series as page numbers, erroneously duplicating his page number 134.

**Liber E** formerly disposed of to th<sup>e</sup> sd Baker and Excepted in the assignement of the sd land to John Nevell To have & to hold the sd pcell of land to th<sup>e</sup> sd Thomas Baker his heires execut<sup>rs</sup> & adm<sup>rs</sup> to their owne proper use & behoofe for ever, he or they payinge yearlye acknowledgem<sup>t</sup> for the same to me my heires execut<sup>rs</sup> or adm<sup>rs</sup> or as<sup>s</sup> One Eare of Sound Indian Corne when lawfully demanded Warrantinge unto th<sup>e</sup> sd Baker his heires execut<sup>rs</sup> & adm<sup>rs</sup> the sd pcell of land from any pson or psons w<sup>th</sup>soev<sup>r</sup> Moreover I doe by theise pntes I doe freely cleare & quitt any claime or title that I or any for under me may might or could have to th<sup>e</sup> land whereon the said Baker doth live, And is in his po<sup>ss</sup>ion to him the sd Thomas Baker for ever hereby acknowledgeinge to have rec<sup>d</sup> satisfac<sup>on</sup> of him for the same In witnes whereof I have hereunto sett my hand & Seale this 3<sup>d</sup> day of September 1673. John Jarbo (lo<sup>c</sup>)  
Signed Sealed & deli<sup>v</sup>d Sigit)  
in th<sup>e</sup> pnce of us  
Sa: Cressey: Nicholas Noyall

[p. 134] Whereas At a Court held in Charles Countie on the 15<sup>th</sup> of Novemb<sup>r</sup> 1665 Walter Story obteyned Judgem<sup>t</sup> ag<sup>st</sup> W<sup>m</sup> Price & John Lambert Adm<sup>rs</sup> of John Nevill deceased for the sume of thirteene hundred eighty six pounds of tobacco as by the sd Judgem<sup>t</sup> rela<sup>on</sup> beinge thereunto had more plainly may appeare Theis are therefore to certifie whom it may concerne That I Henry Bonner of Charles Countie Gent<sup>l</sup> haveinge marryed Elizabeth Story the Relict & Adm<sup>rx</sup> of Walter Story de<sup>c</sup> doe acknowledge to have rec<sup>d</sup> of Thomas Hussey who marryed the Relict of John Nevill de<sup>c</sup> full Satisfac<sup>on</sup> for th<sup>e</sup> sd sume men<sup>on</sup>ed in th<sup>e</sup> Judgem<sup>t</sup> of Court aforesaide In witnes whereof I have hereunto sett my hand this 11<sup>th</sup> day of June 1673 Henry Bonner  
The above men<sup>on</sup>ed rec<sup>t</sup> was acknowledged in open Court by the sd Henry Bonner unto th<sup>e</sup> sd Thomas Hussey.

In a certaine difference dependinge betweene Phillip Lynes Pl<sup>t</sup> & Samuell Cooke Defd<sup>t</sup> the Pl<sup>t</sup> declares by his Attorn<sup>r</sup> Richard Boughton & the Defd<sup>t</sup> appeares by his Attorn<sup>r</sup> Nicholas Best to defend the Suite vizt The Pl<sup>t</sup> saith that on th<sup>e</sup> 28<sup>th</sup> of May last he contracted with the Defd<sup>t</sup> for a pipe & a hhd of Fayal wine at a certaine price betweene them (vizt) 2500<sup>lb</sup> to<sup>b</sup> for th<sup>e</sup> pipe & 1250<sup>lb</sup> to<sup>b</sup> for th<sup>e</sup> hhd & that th<sup>e</sup> Defd<sup>t</sup> did assigne & pfix a day for th<sup>e</sup> deli<sup>v</sup>y of the sd wyne (vizt) on the 29<sup>th</sup> of the same May, And the Pl<sup>t</sup> cominge at his prefixt day to demand the wyne the Defd<sup>t</sup> did not deli<sup>v</sup> but refused to deli<sup>v</sup> the sd wyne to th<sup>e</sup> Plaintiffs damage 3000<sup>lb</sup> tobacco as he saith

The Pl<sup>t</sup> provinge by the Testimonies of W<sup>m</sup> Boyden Jacob Peterson Hen: Appleby Tho Cooper Nich: Grosse John Kimborow & Tho: Warner the above declara<sup>on</sup> the Court ord<sup>rd</sup> a venire facias



## Liber E

**tb tob**

in all	}	
480 <sup>lb</sup> tob		
for Costs	}	lb tobacco
		880

[p. 134]

Costs in all 420<sup>th</sup> 10<sup>th</sup> which was  
the Courts Judgm<sup>t</sup> should be  
satisfied to the Pl<sup>t</sup>.

In a difference dependenge betweene John Grubb Pl<sup>t</sup> & Richard Ambrose Defd<sup>t</sup> The Pl<sup>t</sup> declares by his Attorn<sup>r</sup> Samuella Cressey And the Defd<sup>t</sup> appears to Defend the Suite viz<sup>t</sup> the Pl<sup>t</sup> saith that in May 1672 At the request of the Defd<sup>t</sup> he did gueld a horse for the

Liber E Defd<sup>t</sup> & did sevall dayes after carefully looke after the 3d horse, For which the Defd<sup>t</sup> did assume & promise to pay unto th<sup>e</sup> Pl<sup>t</sup> upon demand the Sum<sup>e</sup> of fower hundred pounds of tobacco, which the Pl<sup>t</sup> demandinge & the Defd<sup>t</sup> neglectinge & refuseinge to pay the same, the Pl<sup>t</sup> is damaged 600<sup>th</sup> tobacco as he saith, who proveinge his declaracon p̄ the subsequent witnesses vizt Richard Dod John Kimborrow & Thomas Pope, The Court Ordered the Defd<sup>t</sup> should pay unto the Pl<sup>t</sup> fower hundred pounds of tobacco & Costs of Suite which foff vizt.

Bill of Costs betweene Grubb & Ambrose.

To Attorn <sup>r</sup> Fees.....	60	} Costs in all 300 <sup>th</sup> tob
To his owne Attendance at Court 2 dayes.....	60	
To Richard Dod Attendance at Court 2 dayes.....	60	
To John Kimborrow Attendance at Court 2 dayes.	60	
To Tho Pope Attendance at Court 2 dayes.....	60	

Daniell Browne petitioninge the Court for releife, in regard of his lameness & want, the Court hath Ordered him Eight hundred pounds of tobacco to be paid out of the County levey this p̄nt yeare

In a difference betweene Richard Dod Pl<sup>t</sup> & Richard Ambrose Defd<sup>t</sup> the Court hath Ordered a nonsuite ag<sup>st</sup> the pl<sup>t</sup> for non appearance the Costs whereof follow vizt.

	th	} In all 200 <sup>th</sup> tob to be pd to th <sup>e</sup> Defd <sup>t</sup> .
To a nonsuite.....	50	
To Attorn <sup>r</sup> Fees.....	60	
To his owne tyme for attendance at Court		
3 dayes .....	90	

Edward Typton petitioninge the Court for his freedome, his maister M<sup>r</sup> Humphry Warren makeinge it appeare that he had not served his full tyme accordinge to the form<sup>r</sup> Judgm<sup>t</sup> of th<sup>e</sup> Co<sup>r</sup>t It is ordered that the 3d Typton goe home & follow his maisters busines untill his tyme be expired as he was first adjudged

In a difference dependinge betweene Richard Ambrose Pl<sup>t</sup> & John Kimborrow Defd<sup>t</sup> the Pl<sup>t</sup> declares by Nicholas Best his Attorn<sup>r</sup> & the Defd<sup>t</sup> appeares to defend the suite Vizt the Pl<sup>t</sup> saith that the Defd<sup>t</sup> Did on 20<sup>th</sup> of May in th<sup>e</sup> 41<sup>th</sup> yeare of the Dominion of Caecilius &c receive of him the Pl<sup>t</sup> goods & m̄chandizes to the value of Seaven hundred twenty & fower pounds of tobacco which the Defd<sup>t</sup> did assume & promise to pay to the Pl<sup>t</sup> neglectinge & refuseinge the Pl<sup>t</sup> saith he is damnified two thousand pounds of tob<sup>o</sup> in regard he is bound away for England by the first Convayance, the Pl<sup>t</sup> proveinge his declaracon obteyned Judgm<sup>t</sup> for Seaven hundred twenty fower pounds of tobacco & Costs of Suite which followes on the oth<sup>r</sup> side

Bill of Costs betweene Richard Ambrose & John Kimborrow. Liber E  
 To Attorneyes Fees..... 60 } [p. 135]  
 To attendance two daies..... 60 } Costs in all 120<sup>th</sup> tols & Costs.

In a difference dependinge betweene Alexander Smith Pl<sup>t</sup> & John Allen Defd<sup>t</sup> there is a Refference granted till the next Court at the request of the Defd<sup>t</sup>.

The Court is adjourned untill the Second Tuesday in August next.

Jn<sup>o</sup> Heard demands a warr<sup>t</sup> ag<sup>t</sup> Giles Cole, warr<sup>t</sup> to  
 th<sup>e</sup> Sh<sup>r</sup>: re<sup>t</sup>. th<sup>e</sup> second tuesday in August 1673 -  
 the Sheriffs re<sup>t</sup>..... cepi corpus  
 Mathew Hill demands a warr<sup>t</sup> ag<sup>st</sup> John Dobbs, the  
 Sherriffs returne ..... cepi corpus  
 Ditto demands warr<sup>t</sup> ag<sup>st</sup> Bridgett Leggett, the  
 Sherriffs returne ..... cepi corpus  
 Benjamin Rozer demands warr<sup>t</sup> ag<sup>st</sup> Thomas Gally,  
 sherriffs returne ..... ut sup  
 Thomas Ashbrooke demands warr<sup>t</sup> ag<sup>st</sup> Thomas  
 Westcott, Sherriffs re<sup>t</sup>..... non est Invent  
 Benjamin Rozer demands warr<sup>t</sup> ag<sup>st</sup> Thomas Allan-  
 son, Sherriff re<sup>t</sup>..... non est Invent  
 Mathias OBryan demands warr<sup>t</sup> ag<sup>st</sup> Thomas West-  
 cott, She<sup>r</sup> Retor<sup>n</sup>..... non est Invent  
 Richard Edelyn dem: warr<sup>t</sup> ag<sup>st</sup> Edmond Taylor,  
 She<sup>r</sup> Re<sup>t</sup> ..... Cepi.  
 Nicholas Richardson dem: war<sup>t</sup> ag<sup>st</sup> Geo Athy, She<sup>r</sup>  
 Re<sup>t</sup>o ..... ut sup  
 Benjamin Rozer dem: warr<sup>t</sup> ag<sup>st</sup> Richard Jones,  
 She<sup>r</sup> Re<sup>t</sup> ..... ut sup  
 Thomas Mountfort dem: warr<sup>t</sup> ag<sup>st</sup> John Owen,  
 She<sup>r</sup> Re<sup>t</sup> ..... non est Invent  
 John Bissick dem: warr<sup>t</sup> ag<sup>st</sup> Henry Bonner, Sher:  
 Re<sup>t</sup> ..... Cepi  
 John Place dem: war<sup>t</sup> ag<sup>st</sup> John Mould She<sup>r</sup> Re<sup>t</sup>... Cepi

At a Court held in Charles County on the Second Tuesday in August  
 1673 p<sup>r</sup>sent

M <sup>r</sup> Henery Adams		
M <sup>r</sup> Thomas Mathewes	M <sup>r</sup> Robert Henly	} Comissioners
M <sup>r</sup> Ignatius Causine	M <sup>r</sup> John Dowglas	
M <sup>r</sup> Thomas Barton	M <sup>r</sup> Thomas Hussey	

Capt<sup>n</sup> Josias Fendall p<sup>r</sup>sents a Serv<sup>t</sup> named Samuells Simpson, on  
 the behalfe of John Goodge who is adjudged to be fiftene yeares  
 of Age.

**Liber E** Mr Samuell Fendall p'sents a Serv<sup>t</sup> named Charles Younge who is adjudged to be tenn yeares of Age

John Cage p'sents a Servant named Richard Tigner & doth acknowledge he is to serve him but six yeares

Benjamin Rozer p'sents a Serv<sup>t</sup> named Dorothy Lybscome who is adjudged to be two & twenty yeares of age

Rob<sup>t</sup> Robins p'sents a Serv<sup>t</sup> named Alice Collins who is adjudged to be One or two & twenty yeares of age

Ignatius Causine p'sents a Serv<sup>t</sup> named Nicholas Bayly who is adjudged to be sixteene yeares of age

Thomas Wornell p'sents a Serv<sup>t</sup> named [blank] on the behalfe of Thomas Harris of Pickoaxon who is adjudged to be one & twenty yeares of age

In a certaine difference dependinge betweene Alexand<sup>r</sup> Smith Pl<sup>t</sup> & John Allen Defd<sup>t</sup> the Pl<sup>t</sup> appeareinge in his p<sup>p</sup> person & the Defd<sup>t</sup> by Nicholas Best his Attorn<sup>n</sup>, The pl<sup>t</sup> declares that he the Defd<sup>t</sup> Sold him a man Serv<sup>t</sup> to serve five yeares accordinge to an obligacō hereafter men<sup>t</sup>oned, which Serv<sup>t</sup> was by ord<sup>r</sup> of Court sett free before he served the Pl<sup>t</sup> fower yeares, for which he saith he is damni-fied two thousand pounds of tobacco; the Defd<sup>t</sup> owninge his obli-gacō the Court doth Order him to pay the Defd<sup>t</sup> fifteene hundred pounds of tobacco & Costs for th<sup>e</sup> want of Seaventeene months Service from his said Servant, the bill of Costs vitz:

To three dayes attendance at thirty p day allowed 90<sup>th</sup> tobacco

[p. 136] Know all men by these p'sents th<sup>t</sup> I Jn<sup>o</sup> Allen of London Merch<sup>t</sup> doe acknowledge to have Sold unto Allexander Smith of Charles County Planter a Man Serv<sup>t</sup> named Keodrike lloyd for th<sup>e</sup> Terme of five Yeares w<sup>ch</sup> I doe oblige my Selve to make good unto th<sup>e</sup> sd Smith Mortallity excepted unto w<sup>ch</sup> I doe truely bind my Selve my heyres Executors & Adm<sup>rs</sup> witness my hand & Seale this 28th of February 1669 Jn<sup>o</sup> Allen (locus Sigilli)

Teste Jn<sup>o</sup> Faning

Jn<sup>o</sup> Roberts

Whereupon th<sup>e</sup> Court gave judgm<sup>t</sup> ag<sup>t</sup> th<sup>e</sup> Pl<sup>t</sup> for th<sup>e</sup> Sum<sup>e</sup> of fifteene hundred pounds of tob<sup>b</sup> for Seventeen monthes Service due to th<sup>e</sup> Pl<sup>t</sup> from th<sup>e</sup> sd Man Serv<sup>t</sup> Sold to him by th<sup>e</sup> Def<sup>t</sup> w<sup>th</sup> costs of Suite as afore<sup>sd</sup>

In a difference dependinge betweene George Godfrey Plaint<sup>f</sup> Adm<sup>r</sup> of the the goods and Chattles of Stephen Mountague of this County late de<sup>c</sup> & Hugh French Defd<sup>t</sup>, The Court Ordered the defd<sup>t</sup> to pay unto the Pl<sup>t</sup> fowerteene hundred & fifty pounds of tobacco & Costs of suite for his default of non appearance

In a difference dependinge betweene Richard Smoote Plaintiff & Thomas Howell Defd<sup>t</sup> the pl<sup>t</sup> by his Attorn<sup>n</sup> Richard Boughton

appears And the Defd<sup>t</sup> by his Attorn<sup>n</sup> Nicholas Best appeares The Pl<sup>t</sup> Liber E  
declares that at the instance & request of the Defd<sup>t</sup> he did accomodate  
& lend unto him the defd<sup>t</sup> a boate & Oares to fetch corne from Wicka-  
comoco River to his owne howse & did deli<sup>v</sup> the sd boate to Richard  
Bell the Defd<sup>ts</sup> Overseer to the same use, And required his said  
boate of the Defd<sup>t</sup>, he hath neglected & doth refuse to deliver the  
sd boate unto him the Pl<sup>t</sup> to his damage 2000<sup>th</sup> tobacco, The Defd<sup>t</sup>  
Thomas Howell saith that the Pl<sup>t</sup> hath no cause of ac<sup>co</sup>n ag<sup>st</sup> him  
because the boate & Oares were not borrowed at his instance &  
request as averred by the Pl<sup>t</sup> And brings his Plea of Demurrer ag<sup>st</sup>  
the Pl<sup>t</sup> & saith there is no certainty of tyme or thinge men<sup>co</sup>ned  
in the declara<sup>co</sup>n & therefore is not Sufficient in Law Whereupon  
the Court Ord<sup>rd</sup> a Nonsuite to be entred ag<sup>st</sup> the Pl<sup>t</sup> there beinge  
no cause of Action & to pay Costs of suite

The bill of Costs in the Suite betweene Smoote & Howell.

	th	
To a Nonsuite.....	050	} in all 320 <sup>th</sup> Tobacco
To attendance two Courts 3 dayes each Court at 30 p dia.....	180	
To Morgan Evans for attendance 3 dayes at 30 p day .....	090	

In a difference dependinge betweene John Heard Pl<sup>t</sup> & Giles Cole  
Defd<sup>t</sup> its referred to the next Court at the Request of the Defd<sup>t</sup>

In a difference dependinge betweene Mathew Hill Plaintiff & John  
Dobbs Defd<sup>t</sup> A nonsuite against the Plaintiffe because he refused  
to come to tryall.

Ordered that all declara<sup>co</sup>ns be filed with the Clerk of the County  
three dayes before the Court upon penaltie of A Nonsuite

In a difference dependinge betweene Nicholas Richardson Pl<sup>t</sup> &  
George Athy Defd<sup>t</sup> A Refference is granted at the request of the  
Defd<sup>t</sup>.

In a difference dependinge betweene Bridgett Leggett Def<sup>t</sup> &  
Mathew Hill Plan<sup>tiff</sup> Clrk The Pl<sup>t</sup> Mathew Hill by his Attorney  
Nicholas Best appeares And the Defd<sup>t</sup> Bridgett Leggatt by her Atton<sup>n</sup>  
Capt<sup>n</sup> Josias Fendall appeares to defend the suite vizt: The Pl<sup>t</sup> de-  
clares that he was possessed of a Cow & Calfe on th<sup>e</sup> fifteenth day  
of July 1673 which cow was one of the number of the Church  
Cattle & his right which did with another Cow & Calfe of the Pl<sup>t</sup> [p. 137]  
Runn away from his Servants to the Planta<sup>co</sup>n of the Defd<sup>t</sup> where  
the Servants were constrained to leave her, Which Cow & calfe  
beinge often demanded, by the Pl<sup>t</sup> the Defd<sup>t</sup> deteyneth to his damage  
1800<sup>th</sup> tob, The Defd<sup>t</sup> saith she never deteyned any Cow that ever

**Liber E** she did deliv<sup>r</sup> to the propper use of the sd Hill the Pl<sup>t</sup>. The pl<sup>t</sup> proveinge his Declara<sup>con</sup> the Court ordered the Defd<sup>t</sup> to deliver unto him the said Cow & Calfe & pay Costs of suite as foll vizt, no bill Costs p<sup>d</sup>uced

The Court doe ord<sup>r</sup> an Attachm<sup>t</sup> ag<sup>st</sup> the Estate of John Owen unto Thomas Mountfort for five hundred pounds of tobacco with Costs of Suite

The Court is adjourned untill the ninth day of September next.

Writts taken out ag<sup>st</sup> se<sup>v</sup>all p<sup>ersons</sup> Returnable next Court viz<sup>t</sup>  
 William Roswell v<sup>s</sup>us William Thomas....The  
 sherriff return'd ..... Tarde veni  
 Richard Edelyn Pl<sup>t</sup> Adm<sup>r</sup> &c to Isaack Marshall  
 v<sup>s</sup>us Thomas Kinge & Josias Lambert....The  
 Sherriff returned ..... ut Su<sup>p</sup>a  
 Mathew Hill v<sup>s</sup>us John Dobbs....The Sherriffe  
 returned ..... Cepi corpus  
 Benjamin Rozer had attachm<sup>t</sup> ag<sup>st</sup> the estate of  
 Hugh Macknemara in th<sup>e</sup> hands of Geo. shen-  
 son....the Sherriffe returned..... nulla bona  
 Nicholas Solby v<sup>s</sup>us James Monkister....the Sher-  
 riff returned ..... Cepi corpus  
 Kelome Mackloughlin v<sup>s</sup>us John Elmes....the Sher-  
 riffs returne ..... ut Su<sup>p</sup>a  
 John OCane v<sup>s</sup>us Thomas Casey....the Sherriffs  
 returne ..... Cepi corpus

At a Court held in Charles County on the Ninth day of September  
 1673

Comissioners p<sup>r</sup>sent

M<sup>r</sup> Thomas Mathewes.....M<sup>r</sup> Ignatius Causine  
 M<sup>r</sup> John Stone.....M<sup>r</sup> William Barton  
 M<sup>r</sup> John Bowles.....M<sup>r</sup> John Dowglas

In a difference dependge between John Heard Pl<sup>t</sup> & Giles Cole Defd<sup>t</sup> (which was referred from the last Court) is also now referred untill the next Court, because the Cl<sup>r</sup>k is sick & no declar<sup>con</sup> found.

Cornelius Mackarles presents Richard Woodkeepe his Servant who is adjudged twelve yeares of age

In a difference dependge betweene George Athy Defd<sup>t</sup> & Nicholas Richardson Plaintiff the pl<sup>t</sup> by his Attorn<sup>y</sup> Samuell Cressey And the Defd<sup>t</sup> by Benjamin Rozer his Attorney appears to defend

the suite, The Pl<sup>t</sup> declares that in November 1672 the Defd<sup>t</sup> recd se<sup>v</sup>all Liber E  
 p<sup>c</sup>ells of tobaco & other Co<sup>m</sup>odities of the goods & chattells of the  
 Pl<sup>t</sup><sup>ffs</sup> amountinge to Eight hundred pounds of tobacco p<sup>r</sup> accompt  
 which the Defd<sup>t</sup> assumed & promised to pay, but neglectinge & re-  
 fuseinge the payment thereof, the Pl<sup>t</sup> saith he is damnified 1000<sup>th</sup>  
 to<sup>b</sup>, which assumption the Defd<sup>t</sup> denyinge And the Pl<sup>t</sup> not sufficiently  
 proveinge, the Court order a Nonsuite ag<sup>st</sup> the Defd<sup>t</sup> with Costs  
 which followes

	lb to <sup>b</sup>	
Non suite .....	50	} in all 200 <sup>th</sup> of Tobacco
three dayes attendance two Courts at 30 p <sup>r</sup> day.....	90	
Attorn <sup>r</sup> Fees .....	60	

In the difference dependinge betweene Richard Edelyn Adm<sup>r</sup> of the  
 goods & chattles of Isaack Marshall Pl<sup>t</sup> & Thomas Kinge & Josias  
 Lambert Defd<sup>ts</sup> The sherriff returneinge non est invent for Josias  
 Lambert The Court ordered the suite should be dismissed untill both  
 p<sup>r</sup>sons appeare joyntly as they are joyntly bound.

In a difference dependinge betweene Kalome Magloughlin Pl<sup>t</sup> & [p. 138]  
 John Helme Defd<sup>t</sup>, The Pl<sup>t</sup> appeares by his Attorn<sup>r</sup> Benjamin Rozer  
 And the Defd<sup>t</sup> appeares by his Attorn<sup>r</sup> Samuell Cressey The Pl<sup>t</sup>  
 declares that the Defd<sup>t</sup> at his th<sup>e</sup> Defd<sup>ts</sup> planta<sup>c</sup>on before se<sup>v</sup>ll p<sup>r</sup>sons  
 did utter words of the s<sup>d</sup> Kalome to his prejudice, sayinge the Pl<sup>t</sup>  
 was a hogstealer & had stolen one of James Monckisters hoggs &  
 that he would prove it, which words he saith the Defd<sup>t</sup> uttered on  
 purpose to strike at th<sup>e</sup> roote of the reputa<sup>c</sup>on of him the Plaintiff &  
 tendinge much to the breach of his comfortable liveinge amongst  
 his neighbors to his damage 2000<sup>th</sup> of tobacco. And the Defd<sup>t</sup> saith  
 he is no way guilty of such words & putts himselfe upon the Country,  
 And the Pl<sup>t</sup> likewise, But the Jury findinge no cause of Action the  
 Court ordered the Pla<sup>tiff</sup> should pay the charge of a nonsuite & Costs  
 of suite vizt

	lb	
To a nonsuite.....	50	} Costs & charges in all 170 <sup>th</sup> tob <sup>o</sup>
To Attorney's Fees.....	60	
To three dayes attendance at 30 p <sup>r</sup> day.....	60	

In a difference dependinge betweene John OCane Pl<sup>t</sup> And Thomas  
 Casey Defd<sup>t</sup> The Pl<sup>t</sup> appeares by his Attorn<sup>r</sup> Benjamin Rozer And  
 the Defd<sup>t</sup> appeares by his Attorn<sup>r</sup> Samuell Cressey to defend the Suite  
 The Pl<sup>t</sup> declares that the Defd<sup>t</sup> about th<sup>e</sup> 20<sup>th</sup> of august 1673 &  
 diverse times before did breake his Close & his grasse there grow-  
 inge did breake tread downe & destroy & his Tobacco there growinge  
 did destroy cutt downe & carry away to the value of One thousand  
 pounds of tobacco And the said Trespas hath since at divers tymes

**Liber E** & dayes Since the comēcinge of this suite contrived & continued & contrary to the peace to his damage two thousand pounds of Tobacco : And the Defd<sup>t</sup> saith he is no way guilty of the Trespass layd to his charge by the Pl<sup>t</sup>, both p<sup>ties</sup> doe putt themselves upon the Country & upon examina<sup>co</sup>n the Jury finde damage for the Plaintiff thirty pounds of tobacco And the Court ordered the Pl<sup>t</sup> should have the sd sume of the defd<sup>t</sup> with Costs of suite, vizt.

	lb	Damage & . . . .	
To attendance 1 day . . . . .	030	Costs & charges in all	lb to <sup>b</sup> 330
To 7 witnesses one day at 30 <sup>lb</sup> p <sup>̄</sup> diem each . . . . .	210		
To Atto <sup>r</sup> Fees . . . . .	060		

In a difference dependinge betweene Mathew Hill Pl<sup>t</sup> & John Dobbs Defd<sup>t</sup> the Cl<sup>r</sup>k beinge Sick & the declara<sup>co</sup>n not to be found, the Court order th<sup>e</sup> declara<sup>co</sup>n to be new drawne the declara<sup>co</sup>n since brought in the Defd<sup>t</sup> excepted ag<sup>st</sup> it & said it was different from the former as to matter of fact, the Court ord<sup>rs</sup> it shall be pleaded to. The Defd<sup>t</sup> pleaded that he rec<sup>d</sup> no Cow or Calfe p<sup>̄</sup> the Pl<sup>ts</sup> ord<sup>r</sup>, but the contrary beinge proved, the Court Ordered that the Defd<sup>t</sup> should deliver the Cow & Calfe back to the Pl<sup>t</sup> & pay Costs, no bill of Costs brought in.

In a difference dependinge betweene Nicholas Solsby Pl<sup>t</sup> & James Munkister Defd<sup>t</sup> It is ord<sup>rd</sup> p<sup>̄</sup> the Court by both p<sup>ties</sup> Consent that there be a refference till next Court

The Court is adjourned untill the Eleaventh of November next.

Writts taken out returnable next Court

Henry Adams v̄sus Michaell Ashford Sheriffs re- turne ag <sup>st</sup> November Court . . . . .	non est Inventus
Francis Wyne v̄sus Francis Kilborne returned ag <sup>st</sup> the same Court p <sup>̄</sup> Sherrieff . . . . .	Cepi Corpus
John Stephens v̄sus Charles Clarke returned p <sup>̄</sup> Sherrieff . . . . .	non est Inventus
Richard Edelyn v̄sus Josias Lambert returned . . .	Cepi corpus
Roger Polley v̄sus George Athy returned . . . . .	ut Supra
William Roswell v̄sus William Thomas returned . .	ut Supra
Nicholas Richardson v̄sus George Athy returned . .	ut Sprā
Alexander Swite v̄sus Thomas Hall reī . . . . .	non est Invent
Francis Furnis v̄sus Lewis Foster reī . . . . .	non est Invent
Jacob Peterson v̄sus Michaell Ashford . . . . .	ut Supra
Phillip Lynes v̄sus George Massey . . . . .	ut Supra
Ditto v̄sus Thomas Westcot . . . . .	ut Supra



At a Court held for Charles County on the 11<sup>th</sup> of November 1673 Liber E  
[p. 139]  
Comissioners present vizt

M<sup>r</sup> Henry Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> Ignatius Causine

M<sup>r</sup> William Barton

M<sup>r</sup> Thomas Hussey

In a difference dependinge betweene M<sup>r</sup> Henry Adams Plaintiff & Michael Ashford Defd<sup>t</sup>, the Defd<sup>t</sup> absentinge himselfe out of the Province, An attachment is granted to the Pl<sup>t</sup> against any of the goods & chattells of the Defd<sup>t</sup> wheresoever found to the value of nine thousand pounds of Tobac<sup>o</sup> Provided the Pl<sup>t</sup> secure the Court from any damage which shall or may accrue to them by grantinge this Attachm<sup>t</sup>.

The Court is adjourned untill Tuesday the 18<sup>th</sup> of this p<sup>n</sup>te Novemb<sup>r</sup> & all process continued.

At a Court held in Charles County on the Eighteenth day of  
November Annoq<sup>ue</sup> Dom<sup>ini</sup> 1673

Comissioners Present

M<sup>r</sup> Henry Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> Ignatius Causine

M<sup>r</sup> William Barton

M<sup>r</sup> John Dowglas

In a difference dependinge betweene William Barton Senior Pl<sup>t</sup> & Michael Ashford Defd<sup>t</sup> William Barton Junio<sup>r</sup> declared that he heard M<sup>r</sup> Tho<sup>mas</sup> Hussey acknowledge that he was indebted to Michael Ashford & that he would pay or see that the Pl<sup>t</sup> should be paid his debt due to him from the Defd<sup>t</sup>.

It is ordered that Robert Rowland be Guardian to William Hungerford sonne of William Hungerford late of this County deceased.

An attachment is granted unto Phillip Lynes ag<sup>st</sup> the estate of Thomas Westcot (for that he is not to be found in the County) for th<sup>e</sup> Sum<sup>e</sup> of Seaven hundred & thirty pounds of Tobac<sup>o</sup> & cost

The Court is adjourned for two howers

The Court sitts & the Com<sup>rs</sup> are present ut su<sup>pra</sup>

It is ordered that there be a nonsuite entred ag<sup>st</sup> Nicholas Richardson Pl<sup>t</sup> at th<sup>e</sup> request of George Athy Defd<sup>t</sup> for that the Pl<sup>t</sup> appeared not ag<sup>st</sup> the Defd<sup>t</sup> this Court to implead him

In a difference dependinge betweene Francis Wyne Pl<sup>t</sup> & Francis Kilborne defd<sup>t</sup>, after a longe debate it appeared to the Court the Pl<sup>t</sup> had no cause of action & ordered nonsuite ag<sup>st</sup> him

**Liber E** An attachment is granted unto Alexander Swite Pl<sup>t</sup> ag<sup>st</sup> the goods ch<sup>ls</sup> & creditts of Thomas Hall Defd<sup>t</sup> for that the Defend<sup>t</sup> is not to be found in the County.

The Court adjourned untill Eight of the Clock to morrow morninge

The Court sitts & the same Comissioners are present

In a difference dependinge betweene Richard Edelyn Administra-  
tor of all & singular the goods Chattells & Creditts of Isaack  
Marshall dec<sup>d</sup> Plaintiff and Thomas Kinge & Josias Lambert Defd<sup>ts</sup>  
the Court doth Order a Refference untill next Court.

The difference dependinge betweene John Herd Plaintiffe & Giles  
Cole Defd<sup>t</sup> is also referred untill the next Court.

[p. 140] The Difference dependinge betweene William Roswell and William  
Thomas is referred unto the next Court.

The Attachment formerly granted unto Philip Lynes ag<sup>st</sup> the  
estate of William Grante is Continued by order of Court.

John Hanson Records his marke of Cattle & hoggs vizt halfe  
crop on both Eares.

Robert Greene Records his marke for Cattle & hoggs vizt cropt &  
underkeeld on the Right eare & Overkeeld on the left.

M<sup>r</sup> Benjamin Rozer Records the age of his sonne Notley Rozer  
who was borne the first day of July 1673.

A writt of Capias ag<sup>st</sup> Michaell Ashford at th<sup>e</sup> suite of Jacob  
Peterson directed to the Sherriff beinge by him returned non est  
inventus, An attachm<sup>t</sup> is granted by the Court ag<sup>st</sup> the s<sup>d</sup> Ashfords  
estate to satisfie unto the s<sup>d</sup> Peterson one thousand pounds of  
tobacco & Costs wheresoever found.

Edmond Lindsey acknowledged the ensueinge Tract of Land &c to  
Samuell Clarke and Joseph Bullott vizt:

This Indenture made the sixth day of November in the One &  
fortith yeare of the Dominion of Caecilius absolute Lord & Pro-  
prietary of the Province of Maryland & Avalon Lord Baron of  
Baltemore &c And in the yeare of our Lord Sixteene hundred Seav-  
enty & three Betweene Edmond Lyndsey of the Countie of Charles  
Countie in the said Province of Maryland Gent<sup>l</sup> of the one parte, And  
Samuell Clarke & Joseph Bullott of the s<sup>d</sup> Province & County of the  
oth<sup>r</sup> p<sup>te</sup> Witnesseth that the abovesaide Edmond Lyndsey for & in  
Considera<sup>o</sup>n of the juste quantitie of Seaven thousand pounds of  
leafe tobacco & cask to him well & truly paide before the Sealeinge  
and deli<sup>v</sup>y of theis p<sup>ntes</sup> by the s<sup>d</sup> Samuell Clarke & Joseph Bullott,  
the receipt whereof the s<sup>d</sup> Edmond Lyndsey doth hereby acknowledge  
and himselfe therew<sup>th</sup> fully Satisfied contented & paid, and of e<sup>v</sup>y

pte & pcell thereof doth freely clearely & absolutely acquitt discharge Liber E  
 exonerate & release the aboveſd Samucl Clarke & Joseph Bullott  
 their heires execut<sup>rs</sup> & adm<sup>rs</sup> & e<sup>v</sup>y of them by theise pntes for ever,  
 Have given granted bargained & sold assigned Sett over & confirmed,  
 And by theise pntes doe fully clearly & absolutely give grante bar-  
 gain Sell assigne sett over & confirme unto the said Samucl Clarke &  
 Joseph Bullott their heires executors administrators & as<sup>s</sup> All that  
 pcell of land called welcome lyeinge in Charles County aforeſd, one  
 the East side of Portobacco fresh, begininge at a markt Poplar,  
 beinge the Eastermost bound tree of a pcell of land formerly be-  
 longinge to Job Chandler, from thence runninge East for one hun-  
 dred perches to a Markt red oake standinge on the brow of a hill,  
 from thence runninge South for three hundred & twenty perches  
 to a marked Red-Oake, from thence runninge West for one hun-  
 dred perches to a markt white oake, from thence runninge North  
 to the first bound tree conteyninge & laide out for two hundred  
 acres Together with all & singular the Rights priviledges benefitts  
 proffitts comodities, hereditaments & appurtenances whatsoever unto  
 the ſd land belonginge or in any manner of way apperteyninge To  
 have & to hold the ſd pcell of land and all & singular the pmisses  
 before menconed to be hereby bargained & sold with the appurtenances  
 thereto belonginge & e<sup>v</sup>y pte & pcell thereof whatsoever before  
 named or recited unto the said Samucl Clarke & Joseph Bullott their  
 heires executors administrat<sup>rs</sup> & assignes for ever Yeilding or [p. 141]  
 payinge therefore to the Lord Proprietarie the yearely rentes which  
 shall grow due for the ſd Lands, And the said Edmond Lindsey for  
 himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant & promise to & with  
 the said Samucl Clarke & Joseph Bullott their heires execut<sup>rs</sup> adm<sup>rs</sup> &  
 as<sup>s</sup> & e<sup>v</sup>y of them by theise pntes that the ſd Samucl Clarke that the ſd  
 Samucl Clarke & Joseph Bullott their heires execut<sup>rs</sup> adm<sup>rs</sup> & assignes  
 shall & may peaceably & quietly have hold occupie possesse & enjoy all  
 & singular the premisses before bargained & sold & e<sup>v</sup>y pte & pcell  
 thereof with e<sup>v</sup>y the Rights members & appurtenances, without the  
 lawfull lett, suite, trouble molestacon, interrupcon or demand of or by  
 the ſd Edmond Lyndsey or of or by his heires execut<sup>rs</sup> & adm<sup>rs</sup> or any  
 or eith<sup>r</sup> of them or of or by any other pson or psons whatsoever As  
 also to acquitt & discharge or within convenient tyme (after reason-  
 able request made) well & Sufficiently saved & kept harmeles of &  
 from all manner of former bargaines sales estates Rentes, Services,  
 arrearages of Rentes, stattutes, recognizances Judgem<sup>ts</sup> execucons,  
 tytles, troubles, charges, & demands, whatsoever had made done  
 comitted, or wittingly or willingly Suffered by the ſd Edmond  
 Lyndsey his heires execut<sup>rs</sup> & adm<sup>rs</sup> or any or eith<sup>r</sup> of them or of  
 or by any other pson or psons whatsoever lawfully claimeinge or  
 to claime by from or und<sup>r</sup> them or any of them, or to their or any  
 of their uses or by their or any of their tytles estates meanes or  
 pcurem<sup>t</sup>, And the ſd Edmond Lyndsey for himselfe his heires execut<sup>rs</sup>

**Liber E** & adm<sup>rs</sup>, all & Singul<sup>t</sup> the p<sup>r</sup>misses before bargained & sold w<sup>th</sup> their appurtenances & e<sup>v</sup>y p<sup>r</sup>te & p<sup>r</sup>cell thereof unto the s<sup>d</sup> Samuell Clarke & Joseph Bullott their heires execut<sup>rs</sup> adm<sup>rs</sup> & ass<sup>s</sup> to the intent & meaneinge aforesaid shall & will warr<sup>t</sup> & defend for ever by theise p<sup>r</sup>ntes In witnes whereof the p<sup>r</sup>ties above named to theis p<sup>r</sup>nte Indentures have interchangeably sett their hands & Seales the day and yeare above written.

Signed Sealed & deli<sup>v</sup>d  
in the p<sup>r</sup>nce of us, the  
words (Request made)  
interlined before assigned

his  
Signed Edmond + Lindsey (lo<sup>c</sup>  
marke sigit)

his  
Michell 2 Minox  
m<sup>k</sup>e

Dennis P Hurlyes m<sup>k</sup>e

Endorsed Memorand<sup>t</sup> That full Po<sup>s</sup>sion by livery & Seisin was given to the w<sup>th</sup>in men<sup>t</sup>oned Samuell Clarke, & Joseph Bullott, by the w<sup>th</sup>in named Edmond Lyndsey th<sup>e</sup> Sixth day of Novemb<sup>r</sup> 1673 in th<sup>e</sup> p<sup>r</sup>nce of the same p<sup>r</sup>sons the Conveyance was.

Thomas Galey acknowledgeth th<sup>e</sup> ensueinge Conveyance and land & ct in open Courte unto John Wright vizt

This Indenture made this Eighteene day of November in the two & forty yeare of th<sup>e</sup> Dominion of Caecilius Absolute Lord & Proprietary of the Province of Maryland and Avalon Lord Baron of Baltamore, And in the yeare of our Lord Annoq<sup>3</sup> Do<sup>m</sup> 1673 Betweene Thomas Galey of Charles County in the Province of Maryland Planter of the one p<sup>r</sup>te And John Wright of the same Countie & Province m<sup>c</sup>hant of the other parte Witnesseth that the s<sup>d</sup> Thomas Galey as well for & in considera<sup>c</sup>on of the full & juste su<sup>m</sup>e and quantitie of tenn thousand pounds of tobacco in Cask to him in hand paide by th<sup>e</sup> said John Wright, the receipt whereof the s<sup>d</sup> Thomas Galey doth acknowledge and thereof & of e<sup>v</sup>y p<sup>r</sup>te & p<sup>r</sup>cell thereof doth hereby absolutely & clearely, exonerate, acquitt and discharge the said John Wright his heires execut<sup>rs</sup> adm<sup>rs</sup> & ass<sup>s</sup> by theise p<sup>r</sup>ntes Hath given granted bargained aliened sold enfeofed & confirmed,  
[p. 142] And by theise p<sup>r</sup>ntes doth give grante bargaine alien sell enfeof & confirme unto him the said John Wright his heires & ass<sup>s</sup> for ever All that p<sup>r</sup>cell & tract of land caled Galeys venture lyeinge in Charles County begininge at a bounded oake the bound tree of the Land formerly laide out for John Thompkinson co<sup>m</sup>only called or knowne by the name of Cheshires Thickett & runninge North East from the said Oake for the length of three hundred & twenty perches to a bounded oake standinge in a branch boundinge on the North by a lyne drawne North west from the ende of the former lyne to the exterior bound tree of the s<sup>d</sup> John Thomkinson, on the West with the s<sup>d</sup> Land, on the South & East with the first Northeast lyne,

conteyninge & now layd out for two hundred acres more or lesse, Liber E  
 beinge lately in the tennour or occupa<sup>co</sup>n of him the <sup>sd</sup> Thomas  
 Galey or his as<sup>s</sup> Together with all the Rights & benefitts theirunto  
 belonginge And also all pattents Deedes writings or Evidences touch-  
 inge or concerninge the same To have & to hold the <sup>sd</sup> p<sup>cell</sup> & tract  
 & all & singular the bargained premisses unto him the <sup>sd</sup> John Wright  
 his heires & as<sup>s</sup> for ever To the only p<sup>per</sup> use & behoofe of the <sup>sd</sup>  
 John Wright his heires & as<sup>s</sup> for ever And the <sup>sd</sup> Thomas Galey for  
 himselfe his heires his execut<sup>rs</sup> & adm<sup>rs</sup> Doe hereby Covenant &  
 grante to & with the <sup>sd</sup> John Wright his heires & as<sup>s</sup> that he the <sup>sd</sup>  
 Thomas Galey his heires execut<sup>rs</sup> & adm<sup>rs</sup> the said p<sup>cell</sup> of Land and  
 all other the bargained p<sup>r</sup>misses unto him the <sup>sd</sup> John Wright his  
 heires & as<sup>s</sup> against all p<sup>sons</sup> whatsoever shall & will warr<sup>t</sup> & defend  
 forever by theis p<sup>ntes</sup> The Rentes & Services hereafter to become due  
 & Payable unto the Lord Proprietary for th<sup>e</sup> same as is in the Pattent  
 of the <sup>sd</sup> Land exprest alwise excepted & foreprized, And further  
 that the <sup>sd</sup> Thomas Galley his heires & as<sup>s</sup> shall & will from tyme  
 to tyme and at all tymes hereafter dureinge the Space of Seaven  
 yeares at the Reasonable request & at the propper Costs & charges  
 of him the <sup>sd</sup> John Wright in the Law his heires & as<sup>s</sup> make doe  
 execute & suffer and cause to be made done executed & Suffered all  
 & e<sup>v</sup>y such furth<sup>r</sup> & other Act or Acts thinge or things device or  
 devices assurance or assurances whatsoever requisite in the premisses  
 for the better assureinge & more Sure makeinge of the <sup>sd</sup> barg-  
 gained p<sup>r</sup>misses unto him the <sup>sd</sup> John Wright his heires & as<sup>s</sup> for  
 ever be it by inolment of theise p<sup>ntes</sup> fine feoffm<sup>t</sup> or otherwise, or  
 by any such lawfull wayes or meanes as by him the <sup>sd</sup> John Wright  
 his heires & as<sup>s</sup> or his or their Councell learned in the Law shall be  
 resonably devised advised or required In witnes whereof the p<sup>ties</sup>  
 to theise Indentures have interchangeably hereunto Sett their hands &  
 Seales the day & yeare above written.

Signed Sealed & deli <sup>vd</sup>	Thomas	†	Galley	(lo <sup>c</sup>
in th <sup>e</sup> p <sup>nce</sup> of us			signum	sigi <sup>t</sup> )
Ralph Coates	Martha	†	Galey	(lo <sup>c</sup>
John	‡	Lewgar	Signum	sigi <sup>t</sup> )

Endorsed M<sup>d</sup> that full & peaceable po<sup>ss</sup>ion in Livery & Seizeinge o<sup>f</sup>  
 the Lands & tenem<sup>ts</sup> within menconed with the appurtenances was  
 given & delivered by the within named Thomas Galey & with the free  
 & full consent of Martha his wife unto the within named John Wright  
 accordinge to th<sup>e</sup> forme & effect of the within written deed the day  
 & yeare first within written In the p<sup>r</sup>sence of us whose names are  
 hereunder written.

Ralph Coates  
 John ‡ Lewgar  
 Signum

The Court is adjourned untill the 13<sup>th</sup> of January next:

**Liber E**      Writts taken out against seŵall p̄sons Returneable the next Court  
**[p. 143]**      Vizt th<sup>e</sup> 13<sup>th</sup> January:

John Wood v̄sus John Allen Adm <sup>r</sup> of all &c of	
Nicholas Solby deē.....Coron <sup>rs</sup> returnes.....	Cepi corpus
Ditto v̄sus Ditto.....	ut Supra
Stephen Murty v̄sus William Taylor....Sherriffs	
returnes .....	Cepi corpus
Ditto v̄sus James Munckister.....	ut supra
James Lluellin v̄sus Henery Barnes.....	ut supra
Benjamin Whitchcott v̄sus Robert Cady.....	ut supra
Mathew Hill v̄sus ditto.....	ut supra
Ditto v̄sus John Dobbs.....Concordantur.....	ut supra
John Hargues v̄sus William Taylor.....	concordantur
John Kimborrow v̄sus John LeMair.....	ut supra
Mathew Hill v̄sus Bridgett Leggett.....	ut Supra
Hugh ONeale v̄sus Ralph Shaw.....	ut Supra
John Grubb v̄sus James Cole.....	ut Supra
Benjamin Rozer v̄sus John Miller.....	non est Inventus
Ditto v̄sus Richard Boughton } .....	ut Supra
Ditto v̄sus ditto.....}	
Thomas Cosden v̄sus Thomas OBryan.....	ut Supra
Benjamin Rozer v̄sus ditto.....	ut Supra
Thomas Warner v̄sus William Avery.....	ut Supra
Philip Lynes v̄sus Henery Johnson.....	ut Supra
Stephen Murty v̄sus Henery Caneday.....	concordantur
John Wakefeild v̄sus John Bissick.....	Cepi Corpus
Richard Ambrose v̄sus John Kimborrow.....	ut Supra
Stephen Murty v̄sus Alexander Standish.....	concordantur
Edward Maddock v̄sus Thomas Warner.....	non est inventus
Japhet Griffin v̄sus John Waters.....	concordantur
Benjamin Rozer v̄sus James Lea.....	Cepi Corpus
Kellam Magloughlin v̄sus William Taylor.....	concordantur
Benjamin Rozer v̄sus Francis Wyne.....	Cepi Corpus

At a Court held for Charles County the 13<sup>th</sup> of January 1673

Com<sup>rs</sup> p<sup>rsent</sup>

M<sup>r</sup> Henery Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> John Bowles

M<sup>r</sup> Ignatius Causin

It is ordered that Philip Lynes have an Attachment ag<sup>st</sup> the Estate of Henry Johnson for seaven hundred & ninety two pounds of tobacco which he made appeare to be due to him by two bills & an account from the sd Johnson who hath absented himselfe contrary to Act of Assembly leaveinge no Attorney.

It is ordered that Thomas Wakefeild Pl<sup>t</sup> pay Costs of nonsuite as Foff unto John Bissick for misnameinge of himselfe in his writt vizt Liber E

	lb to <sup>b</sup>	
To his owne attendance.....	30	} in all 140 <sup>lb</sup> tobacco
To a nonsuite.....	50	
To Attorneyes Fee.....	60	

In a difference dependinge betweene Richard Ambrose Pl<sup>t</sup> & John Kimborrow Defd<sup>t</sup>, It is ordered that the Plaintiff pay Costs of nonsuite for wante of Evidence to his Declaracon, vizt

To a nonsuite.....	50	} 170 <sup>lb</sup> of tobacco
To Attorneyes Fees.....	60	
To attendance at Court & goinge & comeinge 2 daies.	60	

Thomas Wakefeild acknowledgeth Ralph Coates to be his Attorney in all Cases wherein he is concerned as executor of Jonathan Marloe.

Ralph Coates Attorney of Thomas Wakefeild Execut<sup>r</sup> of Jonathan Marloe confesseth Judgement unto M<sup>r</sup> Henery Adams for five hundred pounds of tobacco & Costs of suite. [p. 144]

In a difference dependinge betweene Benjamin Rozer Pl<sup>t</sup> & James Lea Defd<sup>t</sup> It is ordered that the Plaintiffe be nonsuite for want of a declaracon ags<sup>t</sup> the Defend<sup>t</sup> & pay Costs, no bill of Costs preferred

The Court is adjourned untill to morrow morninge Eight  
of the Clock

The same Com<sup>rs</sup> are present & the Court is Sett the 14<sup>th</sup> day of January & proceede as followeth

M<sup>r</sup> John Stone, M<sup>r</sup> Zachary Wade M<sup>r</sup> Robert Henly, M<sup>r</sup> John Dowglas, M<sup>r</sup> William Barton & M<sup>r</sup> Thomas Hussey his Lordships Justices are fined accordinge to Act of Assembly for not attendinge at this Court accordinge to their Comissions.

In a difference dependinge betweene Richard Edelin Adm<sup>r</sup> &c to Isaack Marshall de<sup>c</sup> Pl<sup>t</sup> & Thomas Kinge & Josias Lambert Defd<sup>ts</sup>, the Pl<sup>t</sup> appeared by his Attorney Samuelli Cressey & declared that the Defd<sup>ts</sup> by their writinge obligatory dated the 13<sup>th</sup> of March 1671 sealed with their Seales did grante them selves to be bound to Isaack Marshall in his life tyme in the sume of fower hundred & fiftie pounds of tobacco to be paide on the tenth of October ensueinge And that the Defd<sup>ts</sup> though often required neither to the sd Marshall in his life tyme nor to the sd Richard Edlin Adm<sup>r</sup> as afore<sup>sd</sup> have rendred the sd sume but have denyed & doe still deny to satisfie the same to th<sup>e</sup> Pl<sup>ts</sup> damage six hundred pounds of tobacco And that he brings into Court as well the sd writinge obligatory as his tres of Administracon And one of the Defd<sup>ts</sup> vizt Thomas Kinge like-

Liber E wise in his proper pson appeared to defend the suite & pleaded that he had satisfied the sd debt in full, & for prooffe produces the ensuing Evidence vizt Samuell Eaton & Nathanaell Eaton who beinge sworne, doe both testifie that such a debt was satisfied to Marshall by the sd Kinge in Planck in his life tyme. Mathew Stone one other Evidence for the Defd<sup>t</sup> beinge sworne testifies that such a debt to the same value was paid in Planck by the Defd<sup>t</sup> Kinge for which both the Defd<sup>ts</sup> had given bill bill to the sd Marshall, And Richard Owen beinge sworne one other Evidence for the Defd<sup>ts</sup> testifies the same bill which was produced in Court to be satisfied, & that he had had it in his owne custodie & knew it to be the same, (though he could not reade) And that Thomas Kinge one of the Defd<sup>ts</sup> had paide it by planck which he had of the sd Eatons, And that Isaack Marshall told him upon his death bed that Thomas Kinge had paide him the sd debt with planck w<sup>ch</sup> he bought meate with to supporte him in his sicknes & that there was nothinge due to him upon th<sup>e</sup> bill in his custodie, but that Thomas Kinge ought to have it up And Richard Owen furth<sup>r</sup> said that he had acquainted the Pl<sup>t</sup> Richard Edlin with the same before he comēced this suite where-upon it was Ordered that the Plaintiffe pay costs & deliver up the Specialtie to be putt upon the file.

Bill of Costs inter Richard Edelin Adm<sup>r</sup> of all & singular the goods & Chattells &c of Isaack Marshall Pl<sup>t</sup> & Thomas Kinge & Josias Lambert Defd<sup>ts</sup> for the Defd<sup>t</sup> vizt.

	lb to <sup>b</sup>
For Tho: Kinges attendance & for comeinge & goeing to Court 2 daies at 30 p̄ day 11 <sup>th</sup> 9 <sup>ber</sup> .....	0060
For goeing comeinge & attendance of fower witnesses the same Court 2 dayes apeece at 30 p̄ day.....	0240
For Thomas Kinges attendance & comeinge & goeing 2 daies at this Court at 30 p̄ day.....	0060
For his fower witnesses 2 dayes apeece at 30 <sup>th</sup> p̄ day this Court .....	0240
For Thomas Kings attendance & his fower witnesses when 9 <sup>ber</sup> Court was adjourned to the fifteenth of the same moneth & this cause referred to this Court 2 dayes apeece. }	0000
For Attorneyes Fees in assistinge to Defend this suite in Court .....	0060
	0660

In a difference dependinge betweene John Heard Plaintiffe & Giles Cole Defd<sup>t</sup>, It is ordered that the Plaintiffe be nonsuite for nonappeareance & pay Costs, w<sup>ch</sup> bill of Costs followes vizt.

	lb	
To his owne Attendance three Courtes fower dayes	120 }	In all
To Attorneyes Fees.....	060 }	180 <sup>th</sup> Costs



William Boyden acknowledgeth that he hath in his hands nine hundred & fiftie pounds of tobacco of the Estate of Henery Johnson payable next yeare which is attacht by Phillip Lynes accordinge to an order granted him this Court. Liber E

In a difference dependenge betweene John Wood Plaintiff & John Allen Defd<sup>t</sup> Adm<sup>r</sup> to Nicholas Solby De<sup>c</sup> the Defend<sup>t</sup> pleaded that he had not Administred & besides that he would not appeare to answer the difference in this Court, whereupon a nonsuite was granted ag<sup>st</sup> the Pl<sup>t</sup>: However the Plaintiff proved his debt due by bill by the testimonie of Augustine Peters who swore that his name affixed to the bill was his owne writinge & that he saw Nicholas Solby signe the said bill & seale it & deliver it unto John Woods, & that James Llewelin was then present & signed the testimony of the said bill with his owne name, which James Llewelin also acknowledged, which bill is dated the 25 december 1672 and is in this manner for two thousand pounds of tobacco in Cask due to be paide upon the tenn day of October next ensueinge in some convenient place in the sd County, After this said paym<sup>t</sup> the sd Nicholas Solbye oblige himselfe his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> to deliver to th<sup>e</sup> Defd<sup>t</sup> his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> One man servant at Christmas after the sd tobacco payment ensueinge, And the sd Servant to be at satisfaction of the sd John Wood for the which paym<sup>t</sup> to be well & truly made & the deli<sup>vi</sup>ng of the sd man Servant he layd my hand & seale the day of the date above written. [p. 145]

In a difference dependenge betweene William Barton Sen<sup>r</sup> Plaintiff and Thomas Hussey Defd<sup>t</sup> it beinge a cause referred from the last Court, the Plaintiffe declared that the Defd<sup>t</sup> assumed to pay unto him two thousand fower hundred & fower pounds of tobacco due to him by two se<sup>v</sup>all bills from Michaell Ashford, & the Defd<sup>t</sup> pleaded he did not assume the sd payment, which Cause is respitod to be tryed next Court, because the Pl<sup>ts</sup> Evidence could not be present, beinge prevented by sicknes & very cold wett weather.

In a difference dependenge betweene Benjamin Whitchcott Pl<sup>t</sup> & Robert Cady Defd<sup>t</sup> the Pl<sup>t</sup> appeares by his Attorney Mathew Hill & the Defd<sup>t</sup> by his Attorney Samuell Cressey, the cause is dismist for want of Evidence to the Plaintiffs fre of Attorney.

In a difference dependenge betweene Mathew Hill Plaintiffe & Robert Cady Defd<sup>t</sup>, the Plaintiff declares for one hundred pounds of tobacco for marryinge of the Defd<sup>t</sup> accordinge to Act of Assembly unto Elizabeth his now wife, the Defd<sup>t</sup> by his Attorney Samuell Cressey pleaded that the Plaintiffe ought not to have his action ag<sup>st</sup> the Defd<sup>t</sup> but was utterly barred by the Act of assembly made Anno 1669 intituled an Act for limittacōn of certayne actions for avoyd-

**Liber E** inge of Suites at Law & putt himselfe upon the Countrey, but the Plaintiffe makeinge out he had demanded it, the Court ordered that the defend<sup>t</sup> should pay unto the Pl<sup>t</sup> 100<sup>th</sup> of tobacco & costs which followe vizt.

	lb
To attendance of the Pl <sup>t</sup> this Court.....	30
To Attorneys Fees.....	60
	<hr/>
	90

Richard Ambrose petitioninge ag<sup>st</sup> John Kimborrow for over-charginge costs of suite in his bill of Costs in a cause formly dependinge betweene them is Respited to the next Court.

In a difference referred from the last Court dependinge betweene William Roswell Plaintiffe & William Thomas Defd<sup>t</sup> both p<sup>ties</sup> acknowledged in open Court they were agreed.

The attachment formerly granted to M<sup>r</sup> Henery Adams ag<sup>st</sup> the estate of Michaell Ashford in th<sup>e</sup> hands of John Hussey for 9000<sup>th</sup> tobacco stands continued untill next Court.

The attachment formerly granted unto Jacob Peterson ag<sup>st</sup> the estate of Michaell Ashford for 1000<sup>th</sup> of tobacco wheresoever to be found stands still continued untill next Court.

Benjamin Rozer craved attachment ag<sup>st</sup> the estate of Richard Boughton, which was denyed (notwithstandinge two sevall writts at his suite ag<sup>st</sup> the sd Boughton were returned non est inventus by the Sherriffe) because Samuell Cressey averred that the sd Boughton was not out of the Province.

The Court is adjourned 'till afternoone.

In a difference dependinge between Benjamin Rozer Pl<sup>t</sup> & Francis Wyne Adm<sup>r</sup> to William Marshall Defd<sup>t</sup>, the Defd<sup>t</sup> pleaded no Administra<sup>o</sup>n & said he would answer it next Court.

[p. 146] The Court sitts the 14<sup>th</sup> of January afternoone the Comissioners present are vizt

M<sup>r</sup> Henery Adams

M<sup>r</sup> Thomas Mathewes

M<sup>r</sup> John Bowles

M<sup>r</sup> Robert Henley

M<sup>r</sup> Ignatius Causine

& M<sup>r</sup> John Hussey & causes continue as follow Vizt

Margaret Evans p<sup>r</sup>sented by the Grand Jury for the body of Charles Countie at the last Court for beareinge a bastard child is fined 500<sup>th</sup> to: to the Lord Proprietary And Peter Carr where she lived hath passed his note to satisfie the fine.

Anne Ward p<sup>r</sup>sented at th<sup>e</sup> same Court by the 3d Jury for bastardy Liber E could not be found by the Sherriffe.

Margarett Ward p<sup>r</sup>sented by the same Jury for bastardy, liveinge at Capt<sup>n</sup> Hugh ONeales is fined 500<sup>lb</sup> of tobacco For which Ralph Coates enters into recognizance to pay to the Right Hon<sup>ble</sup> the Lord Proprietary.

Thomas Kinge p<sup>r</sup>sented by the same Jury for refuseinge to assist the Constable in the due execu<sup>co</sup>n of his office in buryeinge the body of a p<sup>er</sup>son ki<sup>l</sup>td by Accident is fined 100<sup>lb</sup> tobacco

Clement Thompson p<sup>r</sup>sented by the 3d Jury for refuseinge to assist in the mendinge of the highwayes (beinge drunck & not able to answer for himselfe) is fined 100<sup>lb</sup> tobacco for his beinge drunck And ordered to appeare at the next Court to answer his p<sup>r</sup>sentment.

Obadiah Dunn & Elizabeth Francis p<sup>r</sup>sented by the same Jury for her haveinge a bastard child abortive, they both burying of it & concealeinge of it are each fined 200<sup>lb</sup> of tobacco which Robert Rowland hath promised to pay to the Lord Proprietary for them.

John Allen Gen<sup>t</sup> was p<sup>r</sup>sented by the same Jury for sellinge liquors at unreasonable rates pleaded he never sold any, which not beinge proved the presentment was dasht.

Edward Solley & Philip Lynes beinge presented also for sellinge liquors at unreasonable rates were never called.

John Longe p<sup>r</sup>sented by the same Jury for refuseinge to assist in the mendinge of the Highwayes pleaded he was never required & was dismiss.

William Cotton was p<sup>r</sup>sented by the same Jury for refuseinge to assist in the mendinge of the highwayes who is since returned to be dead by the Sherriff.

Robert Lofton was p<sup>r</sup>sented by the same Jury for refuseinge to mende the Highwayes is returned by the Sherriff not to be found.

It is ordered that a writt be issued out ag<sup>st</sup> Francis Kilbourne at the suite of Francis wyne to appeare at the nexte Court held for this County.

Thomas King entreth his marke on reccord as followeth (viz<sup>t</sup>) Underkeeled & overkeeled on both eares & holed on both Eares

Thomas Bayly entreth this ensueing marke of hoggs & Cattle (viz<sup>t</sup>) cropt & Slitt on the Right Eare, & on the left Eare cropt & over ha<sup>vd</sup>

Jn<sup>o</sup> Blumstead en<sup>t</sup>s this following marke (viz<sup>t</sup>) Slitt & underbitt on both eares.

The marke of Mary Boyden (viz<sup>t</sup>) cropt on the left Eare & overkeeled & holed on the Same Eare, the right Eare cropt & overkeeled & two Slitts under the Eare, she is daughter of John Boyden.

Philip Lynes enters the ensueinge marke both for hoggs & Cattle vizt & Crop & two slitts on the right eare, & a hole & underkeele on the left.

Liber E  
[p. 147)

This Indenture made the tenth day of October in the two & fortith yeare of the dominion of Cecilius Absolute Lord & Proprietary of the Provinces of Maryland & Avalon Lord Baron of Baltemore Anno One thousand Six hundred seaventy three Betweene Robert Cassleton of Charles County in the Province of Maryland Cooper of the one pte And John Cassock of the sd place planter of the oth<sup>r</sup> pte Witnesseth that the sd Robert Cassleton as well for & in Consideracon of the value & quantity of five thousand pounds of tobacco in Cask to him in hand paide by the sd John Cassock, the Receipt whereof the said Robert Cassleton doth hereby acknowledge & thereof & of evy parte & pcell thereof doth hereby absolutely & clearly exonerate acquitt & discharge, the said John Cassock, his heires execut<sup>rs</sup> adm<sup>rs</sup> & asē by theise pntes Give, grant, alien, bargain, Sell, enfeoff & Confirme, unto him the said John Cassock his heires & asē forever, All that pcell of Land called by the name of Skipton lyeinge in Charles County, begininge at a bounded white Oake of John Cane & Garrett Sinnett bindinge upon Sinnett North One hundred & Sixtie pches to a bounded Red Oake, thence North east & by North One hundred & tenn perches to a bounded Black oake a bound tree of Sander Simpson, thence boundinge upon Simpson Southeast & by east one hundred perches to a boundinge Red Oake of Thomas Corker, thence bindinge upon Corker South west & by South One hundred twenty six perches to a bounded white Oake, thence Southwest & by West Sixty perches to a bounded white Oake of John Coffers thence South Southwest fifty fower perches to a bounded tree of John Cane thence bindinge upon Cane to the first bound tree, conteyninge & now layde out for two hundred acres more or lesse, Together with all Pattens deedes or wrytings, with all their priviledges & benefitts thereunto belonginge or in any manner of wayes apperteyninge To have & to hold the sd pcell of land & all & singular the before bargained premisses unto him the sd John Cassock his heires & asē forever, to the only pper use & behoofe of him the sd John Cassock his heires & asē forever, And I the said Robert Cassleton for my Selfe my heires execut<sup>rs</sup> & adm<sup>rs</sup> doe hereby Covenant & grante to & with the sd John Cassock his heires & asē that I the sd Robert Cassleton my heires execut<sup>rs</sup> & adm<sup>rs</sup> the sd pcell of land, & all other the bargained premisses unto him the sd John Cassock his heires & asē against all psons whatsoever, shall & will warr<sup>t</sup>, & forever hereafter defend by theis pntes, the rentes & Services hereafter to become due to th<sup>e</sup> L<sup>rd</sup> Prop<sup>try</sup> for the same alwaies excepted and foreprized, And furth<sup>r</sup> that the sd Robert Cassleton his heires & asē shall & will from tyme to tyme & at all tymes hereafter, dureinge the space of Seaven yeares at th<sup>e</sup> reasonable request & at the pper Costs & charges of him the sd John Cassock in the Law his heires & asē make doe execute & Suffer, & cause to be made done executed & suffered all & evy such further, &



Liber E with a lyne runninge East & by North for breadth into the woods One hundred twenty & five perches to a marked Oake, on the East by a line drawne North & by West from the sd Oake for length one hundred & sixtie perches to a marked Oake on the North by a lyne drawne West & by North from the sd Oake One hundred perches to a markt oake by the River side, on the West by the said River conteyninge & now layde out for one hundred & fifty acres more or lesse, Together with all rights benefitts & pfitts thereunto belonginge (Royall mynes excepted) To have & to hold the same unto him the sd Philip Lynes his heires & asē forever, And the said John Hill for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> the said Land & all & Singul<sup>r</sup> the premisses before graunted bargained & Sold with th'appurtenances unto the sd Philip Lines his heires & asē And to only pper use & behoofe of the said Philip Lines his heires & asē forever, against him the said Hill his heires or asē & all & evy other pson or psons

[p. 149] whatsoeṽ shall and will Warrant & forever defend by theis pntes And the sd John Hill for himselfe his heires execut<sup>rs</sup> and adm<sup>rs</sup> doth Covenant & grante to & with the sd Philip Lines his heires & asē that the said Philip Lines his heires & asē shall be well & sufficiently from tyme to tyme & at all tymes Saved & kept harmeles by the sd John Hill his execut<sup>rs</sup> & adm<sup>rs</sup> of & from all manner of former grants bargaines Leases Joyntures Dowres tytles of dower Rents arrearages of Rentes forfeitures fines & of & from any oth<sup>r</sup> titles troubles demands or oth<sup>r</sup> incumbrances whatsoever had done made comitted Suffered or omitted by any pson or psons whatsoever touchinge or concerninge the premisses, the Rentes & Services w<sup>ch</sup> from henceforth from time to time for or in respect of the p<sup>r</sup>misses shall growe due & payable to the Cheife Lord or Lords of the Fee or Fees of the premisses Excepted & foreprized And further the sd John Hill for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will warrant from tyme to tyme & at all tymes for & dureinge th<sup>e</sup> space of five yeares next ensueinge the date of theis pntes At & upon the reasonable request & at the Costs & charges in the Law of the sd Philip Lines his heires & asē make doe acknowledge pforme, or make to be done acknowledged & pformed All & evy such further lawfull & reasonable act & Acts thinge & things, device & devices assurance & assurances & other convenience in th<sup>e</sup> Law whatsoeṽ, for the furth<sup>r</sup> better & more pfect assurance & conveyance of all & Singular the premisses before hereby granted w<sup>th</sup> their & evy of their appurtenances unto the sd Philip Lines his heires & asē for ever In witnes hereof the pties have interchangeably put their hands & Seales, the day & yeare first above written.

Signed sealed & deliṽd  
in the pnce of us



John H Hill (loc  
Signum Sigit)

Ralph Coates: Thomas Corker

Jacob Leah acknowledged the ensueinge Conveyance for three hundred acres of Land &c unto Clement Theobalds in open Court  
Vizt. Liber E

This Indenture made the twelveth day of January In the yeare of o<sup>r</sup> Lord God one thousand six hundred Seaventy & three Betweene Jacob Leah of Charles County in th<sup>e</sup> Province of Maryland Planter of the one p<sup>te</sup> And Clement Theobalds of the County afore<sup>s</sup>d Planter of the other p<sup>te</sup> Witnesseth that the s<sup>d</sup> Jacob Leah as well for & in Considera<sup>o</sup>n of the su<sup>m</sup>e of Eight thousand pounds of tobacco & Cask to him in hande by the s<sup>d</sup> Clement Theobalds paide, the receipt whereof th<sup>e</sup> s<sup>d</sup> Jacob Leah doth hereby acknowledge & himselfe to be therewith fully satisfied contented & paide, & thereof & therefrom, And of & from e<sup>v</sup>y p<sup>te</sup> & p<sup>cell</sup> thereof doth acquitt exonerate & discharge the s<sup>d</sup> Clement Theobalds his heires execut<sup>rs</sup> & adm<sup>rs</sup> by theise p<sup>ntes</sup>, As alsoe for diverse other good Causes & Considera<sup>o</sup>ns him thereunto moveinge Hath bargained aliened Sold enfeofed assigned & Sett over And by theis p<sup>ntes</sup> doth fully clearely & absolutely bargain alien sell enfeof assigne & Sett over unto th<sup>e</sup> s<sup>d</sup> Clement Theobalds his heires & as<sup>s</sup> forever All that planta<sup>o</sup>n & Tract of Land called Simpsons Delight) lyeing in Charles County in the Woods on th<sup>e</sup> West side of Porttobacco Creeke, begininge at a bounded Oake standinge neare an olde Indian feild & runninge North west & by West from the s<sup>d</sup> Oake for the length of three hundred & twenty perches to a bounded Oake boundinge on the West with a Line drawne Northeast & by East from the said oake for the length of One hundred & fiftie p<sup>ches</sup> to a bounded Poplar, on the North with a Line drawne Southeast & by east from the ende of the former lyne for the length of three hundred & twenty p<sup>ches</sup> to a bounded oake on the East with a lyne drawne South west & by West from the ende of the former to th<sup>e</sup> first bounded Oake Conteyninge & laide out for three hundred acres more or lesse As by the grante or Pattent thereof it doth or may appeare Together with all & singular the Howses buildinges pastures feedinges woods underwoods wayes waters watercourses proffitts co<sup>m</sup>odities & appurtenances whatsoe<sup>v</sup> to the said premisses or any p<sup>te</sup> or p<sup>cell</sup> thereof belonginge or in any wise apperteyninge And also all the estate Right tytle interest use property po<sup>s</sup>sion reversion clayme & demand of him the s<sup>d</sup> Jacob Leah of & in th<sup>e</sup> same or any p<sup>te</sup> or p<sup>cell</sup> thereof, To have and to hold the afore<sup>s</sup>d Planta<sup>o</sup>n & p<sup>cell</sup> of Land & all & Singular oth<sup>r</sup> the p<sup>r</sup>misses before granted bargained & sold with their & e<sup>v</sup>y of th<sup>r</sup> rights members & appurte<sup>n</sup>ces whatsoe<sup>v</sup> unto the s<sup>d</sup> Clement Theobalds his heires & as<sup>s</sup> forever, And the s<sup>d</sup> Jacob Leah for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant promise & grante to & with the s<sup>d</sup> Clement Theobalds his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> That the p<sup>r</sup>misses now are & forever hereafter shall be & continue free & cleare & freely & clearely acquitted exonerated & discharged of &

[p. 150]

Liber E from all & Singular former & other bargaines Sales guifts grantes Leases Rentes arreareages of Rent, Rentcharges mortgages Joyntures Dowers Rights & titles of Dowers claymes demands and incumbrances whatsoever by him them or any of them formerly had done or comitted or to be had done or comitted And the said Jacob Leah for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> the aforeſd Plantacon & pcell of Land & all & singular other the premisses befor granted bargained & sold with the appurtenances unto th<sup>e</sup> ſd Clement Theobalds his heires & aſſ for ever, against him the ſd Jacob Leah his heires & aſſ & ag<sup>st</sup> all & e<sup>vy</sup> other pson or psons whatsoever lawfully clayminge by from or under him them or any of them and against all oth<sup>r</sup> psons w<sup>t</sup>soev<sup>r</sup> shall & will warrant & forever defend by theise p<sup>s</sup>entes And the ſd Jacob Leah for himselfe his heires execut<sup>rs</sup> adm<sup>rs</sup> & aſſ doth Covenant p<sup>m</sup>ise grant & agree to & with the said Clement Theobalds & his heires & aſſ by theise p<sup>n</sup>tes That the ſd Clement Theobalds his heires & aſſ & e<sup>vy</sup> of them shall & may by force of theis p<sup>n</sup>tes from tyme to tyme and at all tymes for ever hereafter, lawfully peaceably & quietly have hold use occupie possesse & enjoy the ſd Plantacon pcell of Land & all & Singular the before menconed premisses with their & e<sup>vy</sup> of their rights members & appurtenances, & have receive & take the Rentes issues & proffitts thereof to his & their owne proper use & behoofe without any manner of Lett, trouble eviccon or interruptcon of or by the said Jacob Leah his heires executors adm<sup>rs</sup> or aſſ or any of them, or of or by any other pson or psons w<sup>t</sup>soever (the Lord Proprietaryes Rente onely foreprized & excepted) And the said Jacob Leah doth furth<sup>r</sup> Covenant & promise that he the said Jacob Leah his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes hereafter within the space of Seaven yeares next ensueinge the date hereof upon the reasonable request and at the Costs & charges in the Law only of the ſd Clement Theobalds his heires execut<sup>rs</sup> adm<sup>rs</sup> or aſſ make Seale Convey & deli<sup>v</sup> such furth<sup>r</sup> assurance or assurances for the before bargained premisses (Exceptinge only as before excepted) As the ſd Clement Theobalds his heires execut<sup>rs</sup> or adm<sup>rs</sup> or any of them, or any of their Councell Learned in th<sup>e</sup> Law shall him the ſd Jacob Leah his heires execut<sup>rs</sup> or adm<sup>rs</sup> or any of them thereto require In witnes whereof the p<sup>t</sup>ies aforeſd to theise Indentures interchangeably have putt their handes & seales the day & yeare first above written.      Sign      (lo<sup>c</sup>  
Signed Sealed & deli<sup>v</sup>d      Jacob  Leah sigif)  
in th<sup>e</sup> p<sup>n</sup>ce of us      Signum  
Thomas Corker      Joseph  Wolfe

The ensueinge writinge is endorsed on the back of the above Conveyance. Memorandum that the day & yeare within written Jacob Leah did give full poſſion Li<sup>v</sup>y & Seisin (by Turfe & twigg) of the



within men<sup>o</sup>tioned premisses, accordinge to th<sup>e</sup> te<sup>n</sup>or of the within Liber E  
written deed of Sale unto the w<sup>th</sup>in named Clement Theobalds

Signum

Witnes Thomas Corker : Joseph **FW** wolfe

The Court is adjor<sup>n</sup>d untill the tenth day of March 1674

Writts taken out ag<sup>t</sup> Se<sup>v</sup>all p<sup>s</sup>ons ag<sup>t</sup> the next Court

Robert Doyne v<sup>r</sup>sus William Grant the Sheriffs

return ..... non est inventus

Thomas King versus Edmond Lindsay..th<sup>e</sup> Sh: re-

turn ..... Capi corpus

John Allen versus W<sup>m</sup> Brewer..th<sup>e</sup> Sh: return... Capi corpus

Benj<sup>a</sup> Rozer v<sup>r</sup>sus Thomas Allanson th<sup>e</sup> Sh: return. Capi corpus

John Barker v<sup>r</sup>sus Nicholas Grosse..th<sup>e</sup> Sh: return Capi corpus

Sam. Clarke v<sup>r</sup>sus Thomas Gibson Adm<sup>r</sup> to Tho:

Cotton ..... capi corpus

Philip Lines v<sup>r</sup>sus Kalome Magloughlin th<sup>e</sup> Sh:

return ..... capi corpus

Philip Lines v<sup>r</sup>sus Stephen Sollois..the Sh: re<sup>t</sup>... capi corpus

Rob<sup>t</sup> Maddox v<sup>r</sup>sus John Cassak..the Sh re<sup>t</sup>.... capi corpus

Josias Fendall v<sup>r</sup>sus Ambrose Bayly the Sh re<sup>t</sup>.... capi corpus

Stephen Murty v<sup>r</sup>sus Stephen Sollois the Sh: re<sup>t</sup>... capi corpus

Josias Fendall v<sup>r</sup>sus James Green..the Sh: re<sup>t</sup>.... capi corpus

Benj<sup>a</sup> Rozer v<sup>r</sup>sus Kalome Magloughlin..... capi corpus

Philip Lines v<sup>r</sup>sus Edmond Lindsay..the Sh: re<sup>t</sup>... capi corpus

Bridget Leggett v<sup>r</sup>sus Thomas Lomax the Sh re<sup>t</sup>.. capi corpus

Edward Appleby v<sup>r</sup>sus Francis Fernly, the Sh re<sup>t</sup>.. capi corpus

Philip Lines v<sup>r</sup>sus Jn<sup>o</sup> Walton..the Sh: re<sup>t</sup>..... capi corpus

Philip Lines v<sup>r</sup>sus James Munkister..the Sh: re<sup>t</sup>.. capi corpus

Rich<sup>d</sup> Ambrose v<sup>r</sup>sus John Kimbro..the Sh re<sup>t</sup>... capi corpus

Gerrard Slye v<sup>r</sup>sus Giles Thomkins..the Sh re<sup>t</sup>... capi corpus

Edward Maddox v<sup>r</sup>sus Joseph Cally..the Sh: re<sup>t</sup>.. capi corpus

John Wood v<sup>r</sup>sus Edmond Taylor..the Sh: re<sup>t</sup>... capi corpus

Mathias Obryan v<sup>r</sup>sus Rich<sup>d</sup> Edelen..the Sh: re<sup>t</sup>. capi corpus

Elizabeth Moore v<sup>r</sup>sus Francis Thorneton the Sh

re<sup>t</sup> ..... capi corpus

Ellinor Bean v<sup>r</sup>sus Anthony Emanson..the Sh: re<sup>t</sup> capi corpus

Josias Fendall v<sup>r</sup>sus Rich<sup>d</sup> Ambrose..... capi corpus

W<sup>m</sup> Roswell v<sup>r</sup>sus Jn<sup>o</sup> Warder..... capi corpus

Allexander Sennett v<sup>r</sup>sus Jn<sup>o</sup> Wood..... capi corpus

Benj<sup>a</sup> Rozer v<sup>r</sup>sus Gerrard Browne..... capi corpus

Benj<sup>a</sup> Rozer versus Thomas Allanson..Sh re<sup>t</sup>.... capi corpus

Mary Thomas v<sup>r</sup>sus W<sup>m</sup> Ratmell..Sh re<sup>t</sup>..... capi corpus

Edward Maddox v<sup>r</sup>sus Mathias O'bryan..Sh re<sup>t</sup>.. capi corpus

Benj<sup>a</sup> Rozer v<sup>r</sup>sus Francis Thorneton..Sh re<sup>t</sup>.... capi corpus

Liber E Thomas Cosden v<sup>s</sup>us Thomas O'bryan..Sh̄ reī.. cepi corpus  
 John Wheeler v<sup>s</sup>us Robert Clarke..Sh̄: reī..... cepi corpus  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us James Lee..Sh̄ reī..... cepi corpus  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Jn<sup>o</sup> Grubb..Sh̄: reī..... cepi corpus  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Lues Foster..Sh̄: reī..... non est invent.  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Hugh Frensh..Sh̄ reī..... non est invent.  
 Philip Lines v<sup>s</sup>us Lues Foster..Sh̄ reī..... non est invent.  
 Philip Lines v<sup>s</sup>us ditto Foster..Sh̄ reī..... non est invent.  
 Philip Lines v<sup>s</sup>us John Lemair..Sh̄ reī..... non est invent.  
 Philip Lines v<sup>s</sup>us John Lemair..Sh̄ reī..... non est invent.  
 Philip Lines v<sup>s</sup>us Francis Kilborn..Sh̄ reī..... non est invent.  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Robert Cossleton..Sh̄: reī.... non est invent.  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us John Blumstead..Sh̄: reī.... non est invent.  
 Philip Lines v<sup>s</sup>us Mathew Harman..Sh̄: reī.... non est invent.  
 Jn<sup>o</sup>. Vaudry v<sup>s</sup>us Francis Kilborne..Sh̄: reī.... non est invent.  
 Sam: Cressy v<sup>s</sup>us Ralph Coates..Sh̄ reī..... non est invent.  
 Patrick Gordain v<sup>s</sup>us Jn<sup>o</sup> Allford..Sh̄ reī..... non est invent.  
 Edmond Lindsay v<sup>s</sup>us Jn<sup>o</sup> Waters..Sh̄: reī..... non est invent.  
 Richd Midgely v<sup>s</sup>us Lues Foster..Sh̄: reī..... non est invent.  
 W<sup>m</sup> Russell v<sup>s</sup>us James Green..Sh̄: reī..... non est invent.  
 Jeremiah Canedah v<sup>s</sup>us Tho Cooper..Sh̄: reī.... non est invent.  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Richd Boughton..Sh̄ reī..... non est invent.  
 Francis Wine v<sup>s</sup>us Francis Kilborne..Sh̄: reī.... non est invent.  
 Robert Middleton versus Richd Boughton..... non est invent.  
 Stephen Murty v<sup>s</sup>us Andrew Ward..... non est invent.  
 Philip Lines v<sup>s</sup>us Mathew Harman..Sh̄ reī.... non est invent.  
 Kalome Maglouglin v<sup>s</sup>us W<sup>m</sup> Taylor..Sh̄ reī.... non est invent.  
 Henry Aspinoll v<sup>s</sup>us W<sup>m</sup> Thomas..Sh̄ reī..... non est invent.  
 Geo: Godfry v<sup>s</sup>us Richd Beck..Sh̄ reī..... non est invent.  
 Benj<sup>a</sup> Rozer v<sup>s</sup>us Richd Boughton..Sh̄ reī..... non est invent.

George Godfrey enters this ensueing marke of Cattle for his Sonn  
 in Law John Payne (vizt) a flower delice on th<sup>e</sup> left Eare, & on  
 the right Eare crop't & two Slitts:

Att a Court held in Charles Co<sup>m</sup> on the 10<sup>th</sup> day of March Annoq  
 Dñi 1673

Comissioners p<sup>r</sup>sent

M<sup>r</sup> Henry Adams

M <sup>r</sup> Thomas Mathews.....	{	M <sup>r</sup> Zach: Wade
M <sup>r</sup> Robert Hanly.....		M <sup>r</sup> Jn <sup>o</sup> Stone
M <sup>r</sup> Jn <sup>o</sup> Douglas.....		M <sup>r</sup> W <sup>m</sup> Barton

Archebald Walkup p<sup>r</sup>sented a Serv<sup>t</sup> to the Court to be adjudged  
 of his age named Mathias Stone who was adjudged to be foureteen  
 yeares of age

He th<sup>e</sup> sd Walkup likewise p<sup>r</sup>sents another Serv<sup>t</sup> named Charles Hodgens who is likewise adjudged to be foureteen yeares of age Liber E

John Lambert p<sup>r</sup>sents a Serv<sup>t</sup> named Mary Stephens who is adjudged to be nineteen yeares of age.

John Lamberts p<sup>r</sup>sents a Serv<sup>t</sup> to the Court to be adjudged of his age named Edward Jones who is adjudged to be foureteen yeares of age [p. 153]

John Lambert p<sup>r</sup>sents a Serv<sup>t</sup> named Thomas Brooke who is adjudged to be eleven yeares of age

John Hatch p<sup>r</sup>sents a Serv<sup>t</sup> named Isaac Dunn who is adjudged to be fowrteen yeares of age

Mr Zachary Wade p<sup>r</sup>sents a Serv<sup>t</sup> named George Barton who is adjudged to be between one & twenty & two & twenty yeares of age

Mr Zachary Wade likewise p<sup>r</sup>sents a Serv<sup>t</sup> named Thomas Edge who is adjudged to be in<sup>i</sup> Seventeen & eighteen yeares of age

Edward Price p<sup>r</sup>sents a Serv<sup>t</sup> named John Hatherton who is adjudged to be twelve yeares of age

George Langham acknowledged this ensuing Tract of Land unto Philip Lines in open Co<sup>t</sup>

To all Cristian People, To whome these p<sup>r</sup>sents Shall com Greeting Know yee That I George Langham of Charles County in the Province of Maryland Plant<sup>r</sup> for a valueable considera<sup>o</sup>n to me in hand pd by Philip Lines of Portobacco in the Same County Inholder, the receipt whereof and of every part and parcell thereof I doe hereby acknowledge and therew<sup>th</sup> to be fully Satisfied & pd, And doe hereby for my Self my heyres Executors & Adm<sup>rs</sup> fully clearly acquit exonerate and discharge the sd Philip Lines his Executors and Adm<sup>rs</sup> for ever, Have granted aliened bargained & Sold, And by these p<sup>r</sup>sents doe grant alien bargain & Sell unto the sd Philip Lines his heyres and assignes, All that p<sup>o</sup>cell of Land called Thomas Street Scituat lyeing and being in Charles County afore<sup>sd</sup>, And begining at a bounded White Oke North west and by North bound Tree of John Robinsons Land called Wassell, & runing thence North west & by North Seventy Six p<sup>o</sup>ches to a bounded Spanish Oke thence South west and by west two hundred & ten p<sup>o</sup>ches to a bounded Oke thence South East and by South Seventy & Six p<sup>o</sup>ches to a bounded Oke thence North East and by East bounding upon the sd Robinsons Land to the first bound Tree containing and now laid out for one hundred Acres more or less, And all that p<sup>o</sup>cell of Land called Tower Dock lyeing in the Same County and adjoyneing to the afore<sup>sd</sup> p<sup>o</sup>cell of land begining at a bounded Spanish Oke the bound Tree of me the Sd Langham runing thence Northwest and by North forty five p<sup>o</sup>ches to a bounded red Oke thence South one hundred & fifty p<sup>o</sup>ches to a bounded red oke thence South South west to a bounded oke Standing in the Line of John Robinsons land called Wassell thence untill it coms to the first bound Tree containing

Liber E and now laid out for one hundred Acres more or less Together wth all Rights profitts and benefitts (Except Royall Mines) And also all houses Edifices buildings Barnes Stables Orchards Gardens yards backsides easem<sup>ts</sup> lands Tenem<sup>ts</sup> Meadows pasturs feedings woods underwoods wayes waters watercorses proffitts comōdetyes comōn of pasture hogs range Hereditam<sup>ts</sup> and appurtenances w<sup>soever</sup> to the s<sup>d</sup> Land & p<sup>r</sup>misses and to any parcell & part of them belonging or in anywise appertaineing And also all the Estate Right Title possession propt<sup>y</sup> claim and demand w<sup>soever</sup> of me the s<sup>d</sup> George Langham of in or to the Same And all Deeds writings Evidences Charters Patents Transcripts of fines Court Rolls Escrpts and manum<sup>ts</sup> w<sup>soever</sup> touching or concerning the p<sup>r</sup>misses or any

[p. 154] part or p<sup>c</sup>ell of them To have & To hold the Sd p<sup>c</sup>ells of Land and all and Singuler the p<sup>r</sup>misses hereby granted bargained and Sold wth theyre and every of theyre Rights members and appurtenances w<sup>soever</sup> unto the s<sup>d</sup> Philip Lines his heyrs and assignes to the onely use and behoof of the s<sup>d</sup> Philip Lines his heyres and assignes forever, And I the Sd George Langham for my Self my heyres Executors and Adm<sup>rs</sup> the s<sup>d</sup> Land & all and Singuler other the p<sup>r</sup>misses before by these p<sup>r</sup>sents bargained and Sold wth the appurtenances unto the s<sup>d</sup> Philip Lines his heyres, and to the onely proper use and behoof of the s<sup>d</sup> Philip Lines his heyres and assignes forever, ag<sup>t</sup> me the s<sup>d</sup> George Langham my heyres Executors Adm<sup>rs</sup> & assignes, Except the the Lord or Lords of the fee or fees Shall and will warr<sup>t</sup> and forever defend by these p<sup>r</sup>sents, And I the Sd George Langham for my Self my heyres Executors and Adm<sup>rs</sup> doe Covenant and grant to and w<sup>th</sup> the s<sup>d</sup> Philip Lines his heyres and assignes, That he the s<sup>d</sup> Philip Lines his heyres and assignes Shall be well and truely from tyme to tyme and at all tymes Saved & kept harmless by me the s<sup>d</sup> George Langham my heyres Executors and Administrators of and from all and all manner of former grants bargaines Sales leasses Dowes Titles of Dowes Joyntures Rents arreareages of Rents forfeitures and fines and of and from all other Titles troubles charges demands or other Incumbrances had made done comitted or omitted by any other p<sup>son</sup> or p<sup>sons</sup> w<sup>soever</sup> touching or concerning the p<sup>r</sup>misses, The Rents and Services wch from henceforth from tyme to tyme for and respect of the p<sup>r</sup>misses Shall grow due & payable to the cheife Lord or Lords of the fee or fees excepted and foreprized, And farther I the Sd George Langham for my Selfe my heyres Executors and Administrators Shall and will from tyme to tyme and at all tymes for and dureing the Space of Seven yeares next ensueing the date of these p<sup>r</sup>sents and upon the reasonable request and at the Costs & charges in the Law of him the Sd Philip Lines make doe p<sup>r</sup>form acknowledge or cause to be made done p<sup>r</sup>formd acknowledged all and Such farther and reasonable act or acts thing or things devise or devises assurance or assurances and other Conveyances in the Law w<sup>soever</sup>, for the

farther better & more p̄fect assureance and Conveyance of all and Singular the before hereby bargained p̄misses w̄th theyre and every of appurtenances unto the Sd Philip Lines his heyres and assines forever In witness whereof I have hereunto Sett my hand & Seale this 20<sup>th</sup> day of January in th<sup>e</sup> two and fortyeth yeare of the Dominion of Cecilius &c 1673: Geo: Langham (locus  
Testi Hamon Norton Sigilli)

W<sup>m</sup> Gough Richd Jones  
Memorand<sup>m</sup> That livery & Seisin of the w<sup>th</sup>in men̄oned p̄misses was made by th<sup>e</sup> w<sup>th</sup>in men̄oned George Langham & possession by him given to Philip Lines by delivery of turfe & Twigg upon the p̄misses this 20<sup>th</sup> of January 1673:  
Testi Stephen Sollois  
W<sup>m</sup> Gough

John Boyden p̄sents himself to th<sup>e</sup> Court to Signe Seale & deliver Conveyances unto Samuell Sherrell for a Tract of Land called by the name of Ashbrooks rest & the s̄d Sherrell not being there p̄sent, ordred th<sup>t</sup> th<sup>e</sup> Bond of th<sup>e</sup> s̄d John Boyden be voyd, w̄ch he pas't to th<sup>e</sup> s̄d Sherrell for his appereance this Court to doe th<sup>e</sup> same. [p. 155]

Edward Price p̄sents a Serv<sup>t</sup> to th<sup>e</sup> Court to be adjudged of her age who is adjudged to be between twenty and one & twenty yeares of age, being named Mary Bennett

Francis Wine as Adm<sup>r</sup> of all & Singular the goods & chattells of William Marshall late of this County confessed a judgem<sup>t</sup> Benj<sup>a</sup> Rozer for the Sum̄e of Seventeen hundred thirty & five pounds of toḃ:

The Justices doe remitt the fines formerly laid on Joseph Cooper Constable for his non appeareance at a Court held on Second tuesday in March 1674 for th<sup>t</sup> the s̄d Cooper was then Sick & not in condīon to walke abroad

The fine is likewise remitted w̄ch was formerly laid on Jn<sup>o</sup> Dobs Constable for his non appeareance

The Court is adjorn'd for two houres

The Court Sitts Com<sup>rs</sup> p̄sent as on th<sup>e</sup> other side:

The fine is remitted th<sup>t</sup> was laid on James Thompson for th<sup>t</sup> th<sup>e</sup> s̄d Thompson was not at home when th<sup>e</sup> Constable was there to warn him

Gerrard Brown confesseth judgm<sup>t</sup> to Benj<sup>a</sup> Rozer for the Sum̄e of fourteen hundred ninety and one pounds of toḃ:

Kalome Magloughlin confesseth judgem<sup>t</sup> to be Benj<sup>a</sup> Rozer for th<sup>e</sup> Sum̄e of one thousand Six hundred eighty & three pounds of toḃ:

**Liber E** Thomas Allanson confesseth a judgem<sup>t</sup> to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of two thousand two hundred pounds of to<sup>b</sup>:

The Court's adjourned untill eight of the Clock  
th<sup>e</sup> Court Sitts Com<sup>rs</sup> p<sup>r</sup>sented as before

Thomas Shuttlesworth acknowledgeth this ensueing deed in open Court (viz<sup>t</sup>)

To all p<sup>r</sup>sons to whome these p<sup>r</sup>sents Shall come Greeting know yee th<sup>t</sup> I Thomas Shuttlesworth of Charles County in the Province of Maryland for diverse good causes & considera<sup>o</sup>ns me hereunto moveing have given granted assigned & Sett over, & by these p<sup>r</sup>sents for & from my Self my heyres Executors & Administrators doe freely & clearely give grant assigne & make over, unto Catherine Joseph & Benj<sup>a</sup> Harreson the Children of Joseph Harreson late of the fore<sup>s</sup>d County de<sup>e</sup>d these Cattle hereunder men<sup>t</sup>ioned in manner followeing that is to say I freely give unto Benj<sup>a</sup> Harreson one Browne Heifer about one yeare old called by the name of Merry being overhalved over bitten & a nick under the right eare & cropt and overbitten on the left Eare To Have & to hold the s<sup>d</sup> Heifer w<sup>th</sup> all her increase both Male & Female to him the s<sup>d</sup> Benj<sup>a</sup> his heyres & assignes forever, allso I freely give unto Catherine Harreson Joseph Harreson & Benj<sup>a</sup> Harreson one Browne Cow called by the name of Jugge being about five yeares old haveing a white Starr in her forehead & white under her belly & three white Spotts beneath her right buttock being cropt Slitt & underbitten on the left eare & a hole on the Right Eare, & allso one black Heifer haveing her two hind feet white being about two yeares old & called by the name of Streak being cropt Slitt & underkeeled on both Eares to have & to Hold the s<sup>d</sup> Cow & Heifer w<sup>th</sup> all her future female increase to them the s<sup>d</sup> Catherine Joseph & Benj<sup>a</sup> Harreson theyre Heyres & assignes forever, hereby bindeing my Selfe my Heyres Executors & Adm<sup>rs</sup> to defend them the s<sup>d</sup> Catherine Joseph & Benj<sup>a</sup> Harreson in the possession of the Same ag<sup>t</sup> all claimes w<sup>t</sup>soever In wittness whereof I have hereunto putt my hand & Seale this eighth day of June A<sup>o</sup> D<sup>ni</sup> 1674  
Tho: Shuttlesworth (locus Sigilli)  
Test. George Lordge Luke Green

[p. 156] Robert Robins doeth acknowledge this ensueing Deed unto Eliz<sup>a</sup> Jones the Daughter of Owen Jones (viz<sup>t</sup>)

Robert Roberts by Guift doe give and have delivered unto Eliz<sup>a</sup> Jones the Daughter of Owen Jones one Browne Heifer w<sup>th</sup> a mealy mouth aged one yeare and attvantage, marked Swallow fork't on the Right Eare & flower de luce & peice taken out of the left, unto the s<sup>d</sup> Eliz<sup>a</sup> and to her heyres & assignes for ever & for want of Such

Heyre unto the next Heyre & allsoe the increase of the s<sup>d</sup> Heifer Liber E  
this as witness my hand this 12<sup>th</sup> of June 1674

Robert Robins

Memorandum that Philip Gibbon sold unto Thomas Kinge one black stone horse with a starr in the forehead, the neare foote behind white, branded on the neare buttock with B R above three yeares old, formerly bought by the s<sup>d</sup> Gibbon of M<sup>r</sup> Benjamin Rozer.

Know all men by these p<sup>ntes</sup> That I Christopher Breame of Charles County in the Province of Maryland Planter Doe by these p<sup>ntes</sup> authorize ordaine & appointe my trusty & well beloved freind Edward Price of the afore<sup>s</sup>d County & Province my true & lawfull Attorney for me & in my Stead & to my use to assigne Seale deliver & acknowledg in Court one p<sup>cell</sup> of land as by the Conveyance will at large appeare unto Edward Mings of the afore<sup>s</sup>d County Cooper Ratifieinge giveinge & grantinge unto my s<sup>d</sup> Attorney by the tenour of these p<sup>ntes</sup> my full & wholl power strength & authority to Act to all intents & Construction & purposes as if I my Selfe might or could doe if I were p<sup>sonally</sup> present my Selfe Ratifieinge allowinge & holdinge firme & Stable whatsoever my s<sup>d</sup> Attorney shall lawfully doe or cause to be done in or aboute the said premisses by virtue of these p<sup>ntes</sup> In witnes whereof I have hereunto Sett my hand & Seale this the 12<sup>th</sup> day of August 1672.

Signed Sealed & deli<sup>vd</sup>d  
in the p<sup>nce</sup> of Christopher Breames (lo<sup>c</sup>  
Richard Fowkes Francis Billinge Sigi<sup>t</sup>)

Christopher Breames acknowledged the ensueinge Tract of Land unto Philip Lynes


Know all men by these p<sup>ntes</sup> That I Christopher Breames of Charles County in the Province of Maryland Planter As well for & in considera<sup>on</sup> of a Considerable value to me in hand paid by Anne Pinner of the County afore<sup>s</sup>d, the receipt whereof I the saide Breames doe hereby acknowledge & thereof & of e<sup>vy</sup> p<sup>te</sup> & p<sup>cell</sup> thereof, doe hereby absolutely & clearly exonerate acquitt & discharge her the said Pinner her heires & as<sup>s</sup> by these p<sup>ntes</sup> Have granted bargained & Sold & by these p<sup>ntes</sup> doe give grante bargain Sell alien enfeoff & confirme by ord<sup>r</sup> & appointment of Anne Pinner as her assignes unto Philip Lynes of the said County Inholder the juste quantitye of Eighty acres of Land co<sup>m</sup>only knowne by the name of Antwerp the s<sup>d</sup> Land belonginge to a p<sup>cell</sup> of land layde out by Richard Edlin for me the s<sup>d</sup> Breames conteyninge by estima<sup>on</sup> two hundred acres lyeinge in Charles County & begininge at a Red Oake standinge on the North side of a branch belonginge to th<sup>e</sup> land of Richard Pinner on the North side of Piscatoway River about a mile from the s<sup>d</sup> River, ru<sup>n</sup>inge thence North & by East one hundred & twenty p<sup>ches</sup> to a bounded red oake west & by South two

Liber E hundred Sixtie six pches to a bounded Oake thence South and by west One hundred & twenty pches to the North east bound tree of the lande of Philip Lande, thence untill it comes to the first bound tree, conteyninge & layde out for two hundred acres more or lesse & the saide  
 [p. 157] Lynes is to have his Eighty acres at one Ende of the saide two hundred acres of Land aforemenconed, as by agreement between the sd Lynes & Breames aforeſd together with all Rights & benefitts unto the sd Eighty acres of Land belonginge And also all pattents Deedes wrytings Evidences touchinge & concerninge the same To have & to hold the sd pcell of Land And all & singular the before graunted premisses unto him the said Philip Lynes his heires & asſ forever To the only pper use & behoofe of him the said Philip Lynes his heires & asſ forever And I the sd Breames for my selfe my heires execut<sup>rs</sup> & adm<sup>rs</sup> the sd pcell of Land aforeſd & all oth<sup>r</sup> the bargained p<sup>r</sup>misses unto him the sd Philip Lynes his heires & asſ ag<sup>st</sup> all p<sup>r</sup>sons w<sup>t</sup>soe<sup>v</sup> shall & will warrant & defend by theis p<sup>r</sup>ntes the Rentes & Services hereafter to become due to the Lord Proprietary of the Same alwaies excepted & foreprized And furth<sup>r</sup> that the sd Breames & his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes hereafter dureinge the space of Seaven yeares at the reasonable request & at the pper charge & Costs of him the sd Philip Lynes in the Law his heires & asſ make doe execute & Suffer & cause to be made done executed & Suffered all & e<sup>v</sup>y such furth<sup>r</sup> Act & Acts thinge & thinges device & devices assurance or assurances whatsoe<sup>v</sup> requisite in the premisses for the better assureinge & sure makinge of the sd bargained premisses unto him the sd Philip his heires & asſ for ever be it by enrolment of theis p<sup>r</sup>ntes fine Feofm<sup>t</sup> or otherwise or by any oth<sup>r</sup> such lawfull waies & meanes as by him the said Philip Lynes his heires or asſ or otherwaies or his or their Councell Learned in th<sup>e</sup> Law shall be reasonably devised advized or required In witnes whereof I have hereunto Sett my hand & seale th<sup>e</sup> [blank] day of March 1673

Signed Sealed & deli<sup>v</sup>d

Signum

in th<sup>e</sup> pnce of us

Christopher  Breames (locus

George Langham Gerard Browne

sigill)

Luke Greene acknowledged the ensueinge Conveyance unto Edward Maddock for two hundred acres of Land called Greenes Purchase in open Court Vizt.

This Indenture made the Eleaventh day of November In the yeare of our Lord One thousand six hundred Seaventy & three Betwixt Luke Greene of Charles County in the Province of Maryland Planter of the one pte And Edward Maddock of the same County Apothecary of the other pte witnesseth that the sd Luke Greene as well for & in considera<sup>o</sup>n of the su<sup>m</sup>e of three thousand five hundred pounds of tobacco & Cask to him in hande paide by the sd Edward Maddock the receipt whereof the sd Luke Greene doth



acknowledge & himsele to be therewith fully Satisfied contented & paid As also for diverse oth<sup>r</sup> good causes & consideracons him thereunto moveinge Hath bargained sold aliened enfeofed assigned & sett over And by theise pntes doth fully clearely & absolutely bargain sell alien enfeoffe assigne & Sett over unto the said Edward Maddock his heires & as<sup>s</sup> for ever All that pcell or Tract of Land called Greenes purchase) lyeinge on the East side of the Anacostine River on the Southeast side of a branch or creeke in the sd River called S<sup>t</sup> Isedores Creeke begining at a bounded Oake standinge by the waterside neare an olde Indian forte & runninge Southwest downe the Creeke for breadth the length of one hundred pches to a bounded Oake boundinge on the South by a line drawne Southeast into the woods the length of three hundred & twenty pches to a bounded oake on the Easte by a lyne drawne Northeast from the ende of the former line the length of one hundred pches to a bounded oake that intersects a paralell lyne drawne Northwest to the first bound oake on the North with the sd paralell, on the west with the sd Creeke conteyninge two hundred acres more or lesse with all & singular the pastures feedinges wayes watercourses woods underwoods proffitts comodities advantages & apurtenances to the sd pmisses belonginge or to any pte or pcell thereof in any wise apperteyninge And also all the Rights estate title intereste use pperty poession claime & demand of him the sd Luke Greene of & in the same Togeth<sup>r</sup> with all deedes manuscripts or papers touchinge or concerninge the same or any pte or pcell thereof To have & to hold the afore<sup>sd</sup> pcell of Land & all & singular the pmisses before granted & bargained with their & every of theire rights members & appurtenances whatsoev<sup>r</sup> unto the sd Edward Maddock his heires & as<sup>s</sup> for ever And the sd Luke Greene doth for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> Covenant pmise & grante to & with the said Edward Maddock his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> That he the sd Luke Greene now is lawfully & justly possed of a Just & due title & claime in Law & in the before bargained premisses & hath full & absolute power to bargain sell and assure the Same And that the pmisses now are & forever hereafter shall be & continue free & cleare & freely & clearely acquitted exonerated & discharged of & from all & Singular former & other bargaines Sales guifts grantes leases rentes mortgages Joyntures dowers claimes demands & incumbrances w<sup>soev</sup> by him them or any of them formerly had done or comitted or to be had done or comitted And the sd Luke Greene for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> the afore<sup>sd</sup> pcell of lande & all & Singul<sup>r</sup> other the p<sup>r</sup>misses before granted bargained & sold with the appurtenances unto the sd Edward maddock his heires & as<sup>s</sup> forever ag<sup>st</sup> him the sd Luke Greene his heires & as<sup>s</sup> & ag<sup>st</sup> all & e<sup>vy</sup> pson or psons w<sup>soev</sup> shall & will forever defende by theise pntes And the sd Luke Greene for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Coven<sup>t</sup> pmise grante & agree to & w<sup>th</sup> th<sup>e</sup> sd Edward Maddock his heires & as<sup>s</sup> by theise pntes

Liber E

[p. 158]

Liber E that he the sd Edward Maddock his heires & as̄ & eŷy of them shall & may by force & virtue of theise p̄ntes from tyme to tyme & at all tymes for ever hereafter lawfully peaceably & quietly have hold use occupie possesse & enjoy the sd lande & all & singular the before granted p̄misses & have receive & take the rentes issues & p̄fitts thereof to his & their owne p̄per uses & behoofes without any manner of lett trouble eviction or interrupcion of or by the sd Luke Greene his heires execut<sup>rs</sup> adm<sup>rs</sup> or as̄ or any of them or of or by any other p̄son or p̄sons w<sup>t</sup>soeŷ (The rentes & services which from henceforth from tyme to tyme for or in respect of the p̄misses hereby sold shall grow due & payable to th<sup>e</sup> Cheife Lord or Lords of the Fee or fees thereof for & in respect of his or their Seignory or Seignories onely Excepted & foreprized) In witnes hereof the p̄ties aforeŷd to theise Indenturs have interchangeably putt their hands & seales the day & yeaere first above written.

Signed Sealed in the pñce of us      Signed Luke Greene      (loē  
Thomas Corker,      Job Corner      sigit)

Thomas Wakefeild acknowledged the ensueinge Conveyance for one hundred acres of Land unto Edward Solley in open Court Vizt

This Indenture made the tenth day of March in the two & fortieth  
yeare of Caecilius absolute Lord & Prop<sup>etary</sup> of the Province of Mary-  
land & Avalon L<sup>rd</sup> Ba<sup>ron</sup> of Baltamore &c And in th<sup>e</sup> yeare of o<sup>r</sup>  
Lord One thousand Six hundred Seaventy & three By & betweene  
Thomas Wakefeild of Charles County in the Province of Maryland  
of the one p<sup>te</sup> And Edward Solley of the same County & Province  
of the other p<sup>te</sup> Witnesseth that th<sup>e</sup> s<sup>d</sup> Thomas Wakefeild For & in  
considera<sup>co</sup>n of the Su<sup>m</sup>e & quantity of Seaven thousand five hun-  
dred pounds of Tobacco & Caske unto him the s<sup>d</sup> Thomas Wakefeild  
before th<sup>e</sup> ensealinge & deli<sup>vy</sup> of these p<sup>ntes</sup> by the s<sup>d</sup> Edward Solley  
well & truly paide the receipt whereof the saide Thomas Wakefeild  
doth hereby acknowledge & himselfe therewith fully Satisfied con-  
tented & paide & thereof & of e<sup>vy</sup> p<sup>te</sup> & p<sup>cell</sup> thereof doth clearly  
exonerate acquitt & discharge the s<sup>d</sup> Edward Solley his heires execut<sup>rs</sup>  
adm<sup>rs</sup> & as<sup>s</sup> & e<sup>vy</sup> of them forever by these p<sup>ntes</sup> Hath given granted  
aliened bargained sold assigned transferred enfeoffed & confirmed  
And by theis p<sup>ntes</sup> doth fully clearly & absolutely give grante  
bargain sell alien assigne transferr enfeoff & confirme unto him  
the s<sup>d</sup> Edward Solley his heires & as<sup>s</sup> forever All that p<sup>cell</sup> or  
Tract of Land, Scituate lyeinge and beinge in the afore<sup>s</sup>d County  
at the head of Wickacomoco River lately in the occupa<sup>co</sup>n of John  
Kemberell or his as<sup>s</sup> buttinge & boundinge as followeth, to say  
begininge at a bounded Oake boundinge on the South neare a fresh  
called Walkers runn from thence runninge North from the s<sup>d</sup> Oake  
the length of fifty five p<sup>ches</sup>, unto a bounded White oake standinge  
in a Swamp from thence with a lyne drawne West from the s<sup>d</sup> Oake  
unto a bounded Oake standinge neare the Roade path to Portobacco

from thence runninge South with a lyne runninge to a bounded White oake it intersectinge a parralell line drawne from the first bounded tree neare Walkers runn, on the South with the *sd* Runn conteyninge by estimacon one hundred acres more or lesse, beinge pte & pcell of two hundred acres solde by William Ward unto Jonathan Marler late de<sup>c</sup>, or to his as<sup>s</sup> Together with all houses Edifices Orchards Gardens Feedings pastures Range for hoggs woods underwoods & appurtenances whatsoever belonginge to the *sd* pcell of Land belonginge or in any manner of wayes apperteyninge To have & to holde the *sd* pcell & tract of lande & all & Singular the bargained p<sup>r</sup>misses unto the *sd* Edward Solley his heires & as<sup>s</sup> for ever to the only p<sup>p</sup>er use & benefitt of him the *sd* Edward Solley his heires & as<sup>s</sup> forever And the *sd* Thomas Wakefeild for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doe hereby Covenante and grante to & with the *sd* Edward Solley his heires & as<sup>s</sup> That the *sd* Thomas Wakefeild his heires execut<sup>rs</sup> & adm<sup>rs</sup> the *sd* pcell of land & all oth<sup>r</sup> the bargained p<sup>r</sup>misses unto the *sd* Edward Solley his heires & as<sup>s</sup> against all p<sup>s</sup>ons whatsoever shall & will warr<sup>t</sup> & forever defend by these p<sup>n</sup>tes The Rentes & services hereafter to become due & payable unto the Lord Proprietor alwise excepted & foreprized And furth<sup>r</sup> that the *sd* Thomas Wakefeild his heires & as<sup>s</sup> shall & will warr<sup>t</sup> from tyme to tyme & at all tymes hereafter for th<sup>e</sup> Space of fower yeares, At th<sup>e</sup> reasonable request & at the p<sup>p</sup>er Costs & charge of him the *sd* Edward Solley in the Law his heires & as<sup>s</sup>, make doe execute & Suffer, & cause to be made done executed & Suffered all and e<sup>v</sup>y such furth<sup>r</sup> & other Act or acts thinge or things device or devices assurance or assurances w<sup>s</sup>oev<sup>r</sup> requisite in the p<sup>r</sup>misses for th<sup>e</sup> better assureinge or the more Sure makeinge of the *sd* bargained p<sup>r</sup>misses unto him the *sd* Edward Solley his heires & as<sup>s</sup> forever be it by inolment of these p<sup>n</sup>tes fine feoffm<sup>t</sup> or otherwayes or by any Such lawfull wayes or meanes as by him the *sd* Edward Solley his heires or as<sup>s</sup> or his or their Learned Councell in the Law shall be reasonably devised advised or required In witnes whereof the fore<sup>s</sup>d p<sup>t</sup>ies to these Indentures have interchangeably hereunto putt to their hands & seales the day & yeare above written

The m<sup>k</sup>e of Thomas Wakefeild

Signed sealed & deli<sup>v</sup>d

☞ (lo<sup>c</sup>  
sigit)

in th<sup>e</sup> p<sup>n</sup>ce of us

Robert Ingolsbys

Henry Bedford

✚ m<sup>k</sup>e

the m<sup>k</sup>e of Thomas


Hyatt **THO**

The ensueinge Memorand<sup>um</sup> is endorsed on the backside of the above menconed Deede

Memorandum That full & peaceable po<sup>s</sup>sion in Livery & Seizen of the Lands & tenem<sup>ts</sup> within menconed with the appurtenances was given & deli<sup>v</sup>d by the within named Thomas Wakefeild to th<sup>e</sup> within

**Liber E** named Edward Solley, accordinge to th<sup>e</sup> tenour forme & effect of the within written deede, this tenth day of March Annoq̃ Dom̃i 1673/4 in the p̃nce of us whose names are hereund<sup>r</sup> written.

+ the m̃ke of Robert Ingolsby  
**THO** Thomas Hyatts marke  
 Henry Bedford

[p. 160] Know all men by theis p̃ntes that I Susanna Thomas wife of William Thomas of Charles County in the province of Maryland doe constitute & appointe & ordeine my trusty & well beloved freind Edward Maddock of the same County & Province aforeſd for to be my true & lawfull Attorney for me & in my name & to acknowledge one p̃cell of land that the ſd William Thomas & Susanna & Susanna his wife hath Sold unto Robert Ingolsby from them their heires execut<sup>rs</sup> & adm<sup>rs</sup> & aſſ forever as witnes my hand & Seale this Seaventh day of March 1673/4 the m̃ke of  
 Signed Sealed & deliṽd Susanna  Thomas  
 in the p̃nce of us Zachary Wade (loc  
 Randoll Hansons m̃ke X Sigiſ)

The ensueinge Conveyance was acknowled in Court by the above menconed Edward Maddock and William Thomas for a Tract of Land called Thomas his chance coñ two hundred acres vizt

This Indenture made this eighteenth day of february in th<sup>e</sup> 42<sup>d</sup> yeare of the dominion of the Right Hon<sup>ble</sup> Caecilius &c, over this Province, And in the yeare of o<sup>r</sup> Lord 1673 Betweene William Thomas of Charles County in the same Province of the on p̃te, And Robert Ingolsby of the same County planter of the other p̃te, Witnesseth that the ſd William Thomas as well for & in Consideracon of the quantity of Seaven thousand pounds of Tobacco in Cask in hande paide before the ensealeinge & deliṽy hereof by the ſd Robert Ingolsby, whereof & wherew<sup>th</sup> the ſd William Thomas doth acknowledge himselfe satisfied contented & payde, & thereof & of eṽy p̃te & p̃cell thereof doth acquitt exonerate & discharge the ſd Robert Ingolsby his heires execut<sup>rs</sup> adm<sup>rs</sup> & eṽy of them by theis p̃ntes As also for divers other good causes & consideracons him hereunto moveinge Have graunted bargained & Sold assigned sett over & confirmed, And by theise p̃ntes doe fully clearly & absolutely grante bargain Sell assigne Sett over & confirme unto the ſd Robert Ingolsby his heires execut<sup>rs</sup> adm<sup>rs</sup> & aſſ All that p̃cell of land Scytuate lyeinge & beinge in Charles County aforemenconed called Thomas his Chance begininge at a bounded black Oake in the woods runninge thence Easte One hundred & fifty p̃ches to a bounded red oake thence North two hundred & fowerteene p̃ches to a bounded Pekickary thence West one hundred & fifty p̃ches to an Oake thence untill it comes to the first bound tree, conteyninge & now layd out

for two hundred acres more or lesse as þ certificate under the hand of Richard Edelin Deputy Surveyo<sup>r</sup> beareinge date the Seaventh of September in the yeare of our Lord one thousand six hundred sixty & nine will appeare All & singular which þcell of land Together with all & Singular the howses buildings Structures & Edifices whatsoever thereunto belonginge or in any wise apperteyninge Together with all the Orchards Gardens pastures, feedinges, co<sup>m</sup>ons Co<sup>m</sup>on of pasture, Range for hoggs woods underwoods water water-courses, fishings fowlings wayes easements þfitts co<sup>m</sup>odities & hereditaments whatsoever unto the sd þcell of Land belonginge or in any manner of way apperteyninge, As also all Pattents Deedes Evedences & writings touchinge or concerninge the Same To have & to hold the sd þcell of Land & all & singular the þmisses aforementioned to be hereby bargained & sold with th<sup>r</sup>apurtēces & e<sup>v</sup>y þte & þcell thereof whatsoever before named or recited unto the sd Robert Ingolsby his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup> for e<sup>v</sup>, Yeildeinge or payinge yearly the Lord Proprietaryes Rente for th<sup>e</sup> sd þcell of land that shall hereafter become due or payable in manner & forme as in the Pattent exprest And the sd William Thomas for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doe Covenant & agree to & with the sd Robert Ingolsby his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup> shall & may lawfully peaceably & quietly have hold occupy & possesse & enjoy, all & singul<sup>r</sup> the p<sup>r</sup>misses before by these presents bargained & solde & e<sup>v</sup>y þte & þcell thereof forever, with e<sup>v</sup>y the Rights members & appurtenances, without the lawfull lett suite trouble, eviction, expulsion or demand for or by the sd William Thomas, for or by his heires execut<sup>rs</sup> & adm<sup>rs</sup> or any or either of them, or against all þsons whatsoever, shall & will warrant & forever defend by these þntes And from all manner of former & other bargaines Sales estates former Leases, titles, dowers Rights or tytles of Dowers, Joyntures uses entayles, wills Rentcharges, rent Services, arrearages of Rentes, statutes Recognizances Judgements, execu<sup>c</sup>ions troubles Charges & demands whatsoever, had made done co<sup>m</sup>itted eith<sup>r</sup> wittingly or willingly by the sd William Thomas his heires or as<sup>s</sup> or any of them, or of or by any oth<sup>r</sup> þson or þsons whatsoever lawfully claimeinge by or und<sup>r</sup> them or any of them, or to th<sup>r</sup> or any of their uses, or by their or any of their tytles, estate meanes or þcurement And the sd William Thomas for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup>, all & Singular the before bargained þmisses with their appurtenances & e<sup>v</sup>y þte & þcell thereof shall & will warrant & for e<sup>v</sup> defend unto the sd Robert Ingolsby his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> & shall & will from tyme to tyme & at all tymes hereafter, dureinge the Space of fower yeares At the reasonable request of & at the þper Costs & charges of him the sd Robert Ingolsby in the Law his heires & as<sup>s</sup> make doe execute & suffer, & cause to be made done executed & suffered all & e<sup>v</sup>y such furth<sup>r</sup> Act & Acts,

Liber E

[p. 161]

Liber E thinge or things device or devices, assurance or assurances whatsoever are requisite in the pmisses for the better assureinge & more firme makeinge of the aforeſd bargained pmisses, unto him the ſd Robert Ingolsby his heires & aſſ forever be it by inolment of theise pntes, fine, feofm<sup>t</sup> or otherwayes, or by any such lawfull wayes or meanes, as by him th<sup>e</sup> ſd Robert Ingolsby his heires & aſſ, or his or their Councell learned in the Law shall be reasonably devised advized or required In witnes whereof the pties first above named to theise pnte Indentures have interchangeably Sett their hands & Seales the day & yeare first above written

Signed Sealed & deliṽd in the	William Thomas	(loṽ
P <sup>r</sup> sence of Edw Maddock		sigiṽ)
George Athys + mke	Signum	
	Robert Ingolsby +	(loṽ
		sigiṽ)

Jobe Corner acknowledges a Tract of Land to John Hackister called Jobes comfort

This Indenture made th<sup>e</sup> first day of August in the xxxiii<sup>d</sup> yeare of the Dominion of Cecilius Lord Proprietary &c Annoq<sup>d</sup> Dñi 1673: Between Jobe Corner of Charles County in the Province of Maryland Plan<sup>t</sup> of the one pte & John Hackister of the Same County Cooper of the other pte, Witnesseth that the ſd Jobe Corner for & in consida<sup>o</sup>n of the Sum<sup>e</sup> of two thousand five hundred pounds of good Sound m<sup>ch</sup>ttable toḃ & caske & other valueable considera<sup>o</sup>ns him hereunto moveing All w<sup>ch</sup> the ſd John Hackister hath allready p<sup>d</sup> & p<sup>r</sup>formed to the ſd Jobe Corner before the ensealeing & delivery of these p<sup>r</sup>sents th<sup>e</sup> receipt and p<sup>r</sup>formance whereof he the ſd Jobe Corner doth hereby acknowledge and him Self therew<sup>th</sup> to be fully Satisfied contented and p<sup>d</sup> & thereof and of p<sup>t</sup> & p<sup>cell</sup> thereof doth clearely acquitt exonerate and discharge the ſd John Hackister his heyres Executors and Adm<sup>rs</sup> for ever by these p<sup>r</sup>sents Hath given granted Sold aliened enfeofeed & confir<sup>m</sup>d And by these presents doth give grant bargain Sell enfeofee & confirm unto the ſd John Hackister his heyres & assigns All that quantity or p<sup>cell</sup> of Land called Jobes Comfort Scituate lyeing and being in Charles County aforeſd & begining at a bounded poplar Standing neare a bounded Gumm a bound Tree of William Heards Land on the East Side of the mayne fresh of Portobacco or S<sup>t</sup> Thomas Creeke bounding upon the ſd Heards land South one hundred & Sixty pches to a bounded Spanish Oke Standing upon a plaine, Thence East two hundred pches to a bounded red oke Standing upon th<sup>e</sup> ſd plaine thence North one hundred & Sixty pches untill it intersects a paralell drawne from the first bound Tree containeing and laid out for two hundred acres of Land be it more or less w<sup>th</sup> all and Singular its Rights Members and appurtenances Together w<sup>th</sup> all houses edifices build-

ings Barnes Stables Orchards Gardens yards Backsides easemts Liber E  
 Lands Tenermts Meadows Pastures feedings woods underwoods [p. 162]  
 wayes waters watercourses profitts comodetyes comon of pasture  
 hogs range hereditamts & appurtenances wtsoever to th<sup>e</sup> sd Land &  
 premisses or to any part or pcell of them belonging or anywise  
 apptaineing And allso all the Estate Right Title & Intrest possession  
 propty clayme & demand wtsoever of him the sd Jobe Corner of  
 in or to the Same And allso all Deeds writeings Evidences Charters  
 transcripts of fines Court Rolls Escripts & Minumts wtsoever,  
 touching or concerning the p'misses, or any pte or pcell of them,  
 To have & to hold the sd pcell of Land & all & Singular other the  
 p'misses hereby granted bargained & Sold wth theyre & every of  
 theyre Rights Members & appurtenances wtsoever, to the sd John  
 Hackister his heyres and assignes To the onely proper use & behoofe  
 of him th<sup>e</sup> sd John Hackister his heyres & assignes forever, And  
 the sd Jobe Corner for himself his heyres Executors & Adm<sup>rs</sup> doth  
 Covenant & grant to & wth th<sup>e</sup> sd John Hackister his heyres & as-  
 signes, that he the sd John Hackister his heyres & assignes Shall be  
 well & truely from tyme to tyme & at all tymes Saved & kept harm-  
 less by him the sd Jobe Corner his heyres Executors & Adm<sup>rs</sup> of &  
 from all manner of former grants bargaines Sales Leases Dower  
 Title of Dower Joyntures Rents arreareages of Rents forfeitures  
 fines & of & from all other titles troubles charges demands or other  
 incumbrances had made done comitted Suffred or omitted by any  
 pson or psons wtsoever touching or concerning the p'misses The  
 Rents & Services wch from henceforth from tyme to tyme for & in  
 respect of the p'misses Shall grow due & payable to cheif Lord or  
 Lords of the fee or fees excepted & foreprized And farther the sd  
 Jobe Corner for him Self his heyres Execut<sup>rs</sup> & Adm<sup>rs</sup> Shall & will  
 from tyme to tyme & at all tymes for & dureing the Space of Seven  
 yeares next ensueing the date of these p'sents and upon reasonable  
 request & at the cost & charge of th<sup>e</sup> law of him the sd John Hackister  
 his heyres and assignes make doe pforme acknowledge or cause to  
 be made done pformd acknowledgd all & every Such farther Act  
 or Acts thing or things devise or devises assurance or assurances &  
 other Conveyance in the Law wtsoever, for the farther better and  
 more pfect assureance & Conveyance of all & Singular the before  
 hereby bargained p'misses wth theyre & every of theyre appurtenances  
 unto the sd John Hackister his heyres & assignes forever, In witness  
 whereof the ptyes above menconed have interchangeable sett their  
 hands & Seales th<sup>e</sup> day & yeare above written Jobe Corner  
 Test John Jones (locus Sigilli)

John Ward enters th<sup>e</sup> birth of his Sonn John Ward who was [p. 163]  
 borne the 15<sup>th</sup> day of March Annoꝝ Dñi 1674


James Smallwood enters the birth of his Sonn John Smallwood  
 who was born in January 1666:


Liber E He allso ent<sup>s</sup> th<sup>e</sup> birth of his Sonn James Smallwood who was borne in October 1668

He allso ent<sup>s</sup> th<sup>e</sup> birth of his Daughter Mary Smallwood who was borne in January 1670:

He likewise ent<sup>s</sup> th<sup>e</sup> birth of his Sonn Mathew Smallwood who was borne in Aprill 1673:

Robert Goodrick enters th<sup>e</sup> birth of his Daughter Mary Goodrick who was born th<sup>e</sup> 13<sup>th</sup> day of March 1673:

Jn<sup>o</sup> Grub enters this ensueing marke of one black mare, (vizt) a white Snip on her nose & underkeeled on the neare eare & branded on the neare Shoulder w<sup>th</sup> 

Thomas Maryes enters this ensueing m<sup>ke</sup> of horses (vizt) 

Thomas King doe give unto Owen Jones Junior one yeareling red pied Heifer, marked crop't on both Eares and a peice left in the overkeel on both eares and being the s<sup>d</sup> Owens proper marke

and allso one yeareling browne pied heifer unto Eliz<sup>a</sup> Jones the Daughter of Owen Jones, mark't crop't & underkeeled on the left Eare & being th<sup>e</sup> s<sup>d</sup> Eliz<sup>a</sup> proper marke.

Maryland ss Aprill the 22d 1674 the deposi<sup>co</sup>n of Henry Bonner aged twenty eight yeares or thereabouts came & made oath th<sup>t</sup> about the twenty fourth day of March last past he asked Thomas Russell w<sup>t</sup> Ric<sup>h</sup>d Ambrose was to give him for receiveing his to<sup>b</sup>: who made answeare a thousand poundes of to<sup>b</sup>, & then he asked me what he (th<sup>t</sup> is the s<sup>d</sup> Ambrose) did allow W<sup>m</sup> Gater & I made answeare a thousand pounds of to<sup>b</sup>: & he answered th<sup>t</sup> was well but Some thing w<sup>th</sup> the least and farther Sayes not, Sworne before me th<sup>e</sup> day & yeare above written

John Bowles

John Hackister acknowledged the ensueinge Conveyance to Philip Gibbon in open Court Vizt

This Indenture made the tenth day of September In the yeare of our Lord one thousand six hundred Seaventy & three And in the 42<sup>d</sup> yeare of the Dominion of Caecilius Absolute Lord Prop<sup>rtary</sup> of the Province of Maryland & Avalon Lord Baron of Baltimore & Betweene John Haggister of Charles County in the s<sup>d</sup> Province of Maryland Cooper of th'one p<sup>te</sup> And Philip Gibbon of the s<sup>d</sup> County Gent of th'other p<sup>te</sup> Witnesseth that the s<sup>d</sup> John Haggister for & in Considera<sup>co</sup>n of the su<sup>m</sup>e of Six thousand five hundred pounds of good Sound m<sup>ch</sup><sup>table</sup> Tobacco & Cask to him in hand paide before th'ensealeinge & deli<sup>vy</sup> of theise p<sup>ntes</sup> by the s<sup>d</sup> Philip Gibbon the receipt whereof the s<sup>d</sup> John Haggister doth acknowledge & thereof & of e<sup>vy</sup> p<sup>te</sup> & p<sup>cell</sup> thereof doth clearely acquitt exonerate & discharge the s<sup>d</sup> Philip Gibbon his heires execut<sup>rs</sup> & adm<sup>rs</sup> for ever by



theis p̄ntes Hath given granted aliened bargained Sold enfeoffed & Liber E  
confirmed And by theis p̄ntes doth fully clearely & absolutely give  
grante bargain Sell enfeoff & confirme unto the s̄d Philip Gibbon his  
heires & as̄s for ever All that p̄cell of Land lyeinge in Charles  
County aforeſd called S<sup>t</sup> Ignatius lyeinge on the West side of the  
mayne fresh Runn at the head of Porte tobacco or S<sup>t</sup> Thomas  
Creeke, begininge at a bounded Oake standinge on the side of the s̄d  
fresh runn neare & old markt Persim̄on beinge the bounde tree of  
the Land form̄ly layde out for Job Chandler boundinge on the South  
with the s̄d Chandlers land & a lyne drawne West from the s̄d  
Persimon the length of Two hundred p̄ches to a bounded Oake on the  
West by a lyne drawne North from the Ende of the s̄d West lyne [p. 164]  
for the length of eighty p̄ches to the land form̄ly layde out for  
John Cane, on the North with the s̄d Land, on the East with the  
s̄d fresh conteyninge & now layde out for one hundred acres more or  
lesse with all & Singular its Rights members & appurtenances, To-  
geth<sup>r</sup> w<sup>th</sup> all howses Edifices buildings And all Orchards gardens  
yard lands tenements feedinges pastures woods & underwoods there-  
unto belonginge And all Deeds writings whatsoever touchinge or  
concerninge the p̄misses And all that p̄cell of Land called (Haggisters  
addition) lyeinge in Charles County aforeſd And begininge at a  
bounded white Oake standinge on the East side of the mayne fresh  
of Portobacco aforeſd runninge thence East fifty p̄ches to a bounded  
Poplar th<sup>c</sup> bound tree of William Heard, thence North bindinge upon  
heards two hundred p̄ches to a bounded white Oake thence bindinge  
with the s̄d fresh as it runneth to the first bound tree conteyninge &  
now layd out for fifty acres more or lesse Together with all &  
singular its Rights members & appurtenances thereunto belonginge  
or in anywise apperteyninge And all howses Edifices orchards Gar-  
dens yard lands, tenem<sup>ts</sup> Feedings pastures woods & underwoods  
And all deedes evidences wrytings & Charters whatsoever touchinge  
or concerninge the p̄misses, To have & to hold the said p̄cells of  
Land & all & singul<sup>r</sup> other the premisses hereby bargained & sold  
with th<sup>r</sup> & ēvy of their Rights members & appurteñces whatsoever  
unto the s̄d Philip Gibbon his heires & as̄s To the onely sole & p̄per  
use & behoofe of the s̄d Philip Gibbon his heires & as̄s for ever And  
the s̄d John Haggister for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> th<sup>c</sup>  
s̄d Land & all & Singular other the premisses before bargained & sold  
with th<sup>r</sup> appurtenances unto the s̄d Philip Gibbon his heires & as̄s &  
to th<sup>c</sup> only p̄per use & behoofe of th<sup>c</sup> s̄d Philip Gibbon his his heires  
& as̄s for ever ag<sup>st</sup> him the s̄d John Hackister his heires & as̄s &  
all ēvy oth<sup>r</sup> p̄son or p̄sons w<sup>t</sup>soēv (Except the Lord or Lords of  
the Fee or Fees) shall & will warrant & forever defend by theise  
p̄ntes And the s̄d John Haggister for himselfe his heires execut<sup>rs</sup> &  
adm<sup>rs</sup> doth Covenant & grante to & with the s̄d Philip Gibbon his  
heires & as̄s That he the s̄d Philip Gibbon shall be well & truly from  
tyme to tyme & at all tymes kept & saved harmeles by the s̄d John

**Liber E** Hackister his heires execut<sup>rs</sup> & adm<sup>rs</sup> of & from all manner of grantes bargaines Leases Dowes, Joyntures Rentes arreareages of Rentes forfeitures fines & of & from any other titles troubles charges demands or incumbrances, had done made comitted suffered or omitted by any pson or psons w<sup>th</sup>soe<sup>v</sup> touchinge or concerninge the p<sup>r</sup>misses The Rentes & Services w<sup>th</sup> from henceforth from tyme to tyme for or in respect of the premisses shall grow due & payable to the Cheife Lord or Lords of the Fee or Fees of the pmisses excepted & foreprized And further the s<sup>d</sup> John Hackister for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes for & dureing the space of Seaven yeares next ensueinge the date of theise pntes & upon the reasonable request & at the Costs & Charges of the Law of him the s<sup>d</sup> Philip Gibbon his heires & as<sup>s</sup> make doe pforme acknowld or cause to be made done pformed acknowledged all & e<sup>v</sup>y such furth<sup>r</sup> & reasonable Act or Acts thinge or things devise or devises, assurance or assurances & other Conveyances in the Law w<sup>th</sup>soe<sup>v</sup> for the furth<sup>r</sup> better & more sure & pfect assurance & Conveyance of all & Singular the before hereby bargained p<sup>r</sup>misses with their & e<sup>v</sup>y of th<sup>r</sup> appurten<sup>ces</sup> unto the s<sup>d</sup> Philip Gibbon his heires & as<sup>s</sup> forever In witnes whereof the pties above men<sup>ced</sup> have interchangeably Sett their hands & Seales the day & yeare above written.  
Signed Sealed & deli<sup>vd</sup> John Hackister (lo<sup>c</sup>  
in th<sup>e</sup> pnce of us John Jones S<sup>r</sup> Sigit)

Philip Gibbon acknowledged the ensueinge Conveyance to Benjamin Rozer in open Court Vizt

This Indenture made the Second day of March In the yeare of our Lord God 1673 And in the 42<sup>th</sup> yeare of the Dominion of Caecilius Absolute Lord & Prop<sup>rtary</sup> of the Provinces of Maryland & Avalon Lord Baron of Baltimore &c Betweene Philip Gibbon of Charles County in the s<sup>d</sup> Province of Maryland Gen<sup>t</sup> of the one pte And Benjamin Rozer of Portobacco in the s<sup>d</sup> County Gen<sup>t</sup> of th<sup>'</sup>other pte, Witnesseth that the s<sup>d</sup> Philip Gibbon for & in Considera<sup>on</sup> of five thousand Six hundred pounds of good Sound merchantable tobacco & Cask to him in hand paid before the ensealeinge & deli<sup>vy</sup> of theis pntes by the s<sup>d</sup> Benjamin Rozer, the Receipt whereof the s<sup>d</sup> Philip Gibbon doth hereby acknowledge & himselfe therewith fully satisfied contented & paid, & thereof & of e<sup>v</sup>y pte & pcell thereof doth clearely acquitt exonerate & discharge the s<sup>d</sup> Benjamin Rozer his  
[p. 165] heires executors & adm<sup>rs</sup> forever by theis pntes Hath granted aliened bargained & sold And by theis pntes Doth grante alien bargain & sell unto the s<sup>d</sup> Benjamin Rozer his heires & as<sup>s</sup> forever All that pcell of Land lyeinge in Charles County afore<sup>s</sup>d called (S<sup>t</sup> Ignatius) lyeinge on the West side of the maine fresh runn at the head of Portobacco or S<sup>t</sup> Thomas Creeke begininge at a bounded Oake standinge on the side of the s<sup>d</sup> fresh Runn neare an old Persim<sup>on</sup> beinge th<sup>e</sup> bound tree of the Land formly layde out for Job Chandler

Esq<sup>r</sup> bounded on the South with the sd Chandlers lande and a lyne Liber E  
drawne West from the said Persimon the length of two hundred pches  
to an Oake on the West by a lyne drawne North from the end of  
the sd West lyne for the length of Eighty pches to the Land formerly  
layde out for John Cane, on the North with the sd Land, on the  
East with the sd fresh conteyninge & now layde out for one hundred  
acres more or lesse, And also all that Land called (Haggisters Ad-  
dition) lyeinge in Charles County afore<sup>sd</sup>, & begininge at a bounded  
white Oake standinge on the East side of the Mayne fresh of Porto-  
bacco afore<sup>sd</sup>, runninge thence East fifty pches to a bounded Poplar  
the bound tree of William Heard thence North bindinge upon heard  
two hundred pches to a bound white Oake, thence West thirty pches  
to a bound white Oake, thence bindinge with the sd fresh as it  
runneth to the first bound tree conteyninge & now layde out for  
fifty acres more or lesse And adjoyninge to the abovemen<sup>tioned</sup>  
hundred acres Together with all & singular their Rights members &  
appurtenances thereunto belonginge or in any wise apperteyninge  
And also all Howses Edifices buildings buildings Orchards Gardens  
yardland tenements Feedings pastures woods underwoods & Hogs  
ranges whatsoe<sup>v</sup> to th<sup>e</sup> sd se<sup>v</sup>all pcells of Land or either of them  
in anywaies belonginge or apperteyninge And all Deedes Evidences  
writings Charters Pattents Conveyances Minuments & Escripts what-  
soe<sup>v</sup> touchinge or concerninge th<sup>e</sup> pmisses or any pte thereof To  
have & to holde the sd pcells of land & all & singular other the pmisses  
hereby granted bargained & sold with their & e<sup>v</sup>y of their Rights  
members & appurtenances whatsoe<sup>v</sup> unto the sd Benjamin Rozer  
his heires & as<sup>s</sup> To the only use & behoofe of the sd Benjamin  
Rozar his heires & as<sup>s</sup> forever And the sd Philip Gibbon for himselfe  
his heires execut<sup>rs</sup> & adm<sup>rs</sup> the sd pcells of Land & all & singular  
other the pmisses here before granted bargained & Sold with their  
& e<sup>v</sup>y of their appurtenances unto the sd Benjamin Rozer his heires &  
as<sup>s</sup> & to the only proper use & behoofe of the sd Benjamin Rozer  
his heires & as<sup>s</sup> fore<sup>v</sup> ag<sup>st</sup> him the sd Philip Gibbon his heires execut<sup>rs</sup>  
& adm<sup>rs</sup> & all & e<sup>v</sup>y oth<sup>r</sup> pson or psons w<sup>t</sup>soe<sup>v</sup> claymeinge or to clayme  
from by or under him them any or eith<sup>r</sup> of them shall & will warrant  
& for e<sup>v</sup> defend by theis pntes And the sd Philip Gibbon for himselfe  
his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth hereby Covenante & grante to & with  
the sd Benjamin Rozer his heires & as<sup>s</sup> that he the sd Benjamin  
Rozar his heires & as<sup>s</sup> shall be well & truly from tyme to tyme & at  
all tymes kept & saved harmeles by the sd Philip Gibbon his heires  
execut<sup>rs</sup> & adm<sup>rs</sup> of & from all & all manner of former grantes bar-  
gaines Sales Leases Dowers & tytles of Dower Joyntures Rentes,  
arreareages of Rentes forfeitures fines, And of & from all or any  
other tytles troubles charges claymes demands or other incum-  
brances, had made done comitted Suffered or omitted by any pson  
or psons w<sup>t</sup>soe<sup>v</sup> touchinge or concerninge the pmisses The Rentes &  
services which from henceforth from tyme to tyme for or in respect

**Liber E** of the pmisses shall grow due & payable to the Cheife Lord or Lords of the Fee or Fees of the pmisses excepted & foreprized) And further the s<sup>d</sup> Philip Gibbon for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes for & dureinge the tyme & space of Seaven yeares nexte ensueinge the date of theis pntes & upon the reasonable request & demand, And at the Costs & charges of the Law of him the s<sup>d</sup> Benjamin Rozer his heires or as<sup>s</sup> make doe pforme acknowledge, or cause to be made done pformed acknowledged all & e<sup>v</sup>y such further lawfull & reasonable Act or Acts thinge or things Devise or devises Assurance & Assurances And other Sufficent Conveyances in the Law whatsoever, for the further better and more perfect Conveyance and assureance of all & Singular the before hereby bargained pmisses with their & e<sup>v</sup>y of their apurtenances unto the s<sup>d</sup> Benjamin Rozer his heires & as<sup>s</sup> forever In witnes whereof the said Philip Gibbon hath hereunto Sett his hand and Seale the day and yeare first above written.

Signed Sealed & deli<sup>vd</sup>

Philip Gibbon (lo<sup>c</sup>  
Sigil)

in the pnce of us

John Jones S<sup>r</sup>

[p. 166] Edward Price acknowledged the ensueinge conveyance to William Ratcliff in open Court Vizt

This Indenture made the seaventeenth day of January in the yeare of our Lord One thousand Six hundred Seaventy & two Betweene Edward Price of Charles County in the Province of Maryland Planter of the one pte & William Ratcliffe of the same County merchant of the other pte Witnesseth that the Saide Edward Price as well for & in Considera<sup>o</sup>n of the Sum<sup>e</sup> of fower thowsand six hundred & fifty pounds of tobacco & Cask for the which a bonde hath bin past before the ensealeinge hereof, As also for diverse other good Causes & considera<sup>o</sup>ns him hereunto moveinge Hath bargained Sold aliened enfeoffed assigned Sett over & confirmed And by theise pntes doth fully clearely & absolutely bargain sell alien enfeoff assigne Sett over & confirme unto the s<sup>d</sup> William Ratcliff his heires & as<sup>s</sup> forever All that pcell of Land called (Price's adventure) lyeinge & beinge in the County afore<sup>s</sup>d, begininge at a bounded white Oake beinge the bound tree of David Thomas standinge on the North side of Potomock River neare the s<sup>d</sup> River, runninge thence South & by East for breadth one hundred & twenty pches to a bounded white Oake standinge neare the Said River upon the North pointe of a Marsh, thence East & by North up into the woods two hundred Sixtie Six perches to a bounded tree, thence North & by West One hundred & twenty pches bindinge upon the lande of M<sup>r</sup> Richard fowke to a bounded tree thence untill it comes to the first bound tree, conteyninge two hundred acres more or lesse, with all & singul<sup>r</sup> the howses buildings pastures, feedings wayes woods underwoods,

proffitts comodities & appurtenances to the sd pmisses or any pte Liber E  
 or pcell thereof belonginge or in any wise apperteyninge To have &  
 to hold the aforeſd land & all & Singular the premisses before  
 granted bargained & Sold with their & evy of their Rights members  
 & appurtenācs whatſoev̄ unto the sd William Ratcliffe his heires &  
 aſſ forever from him the sd Edward Price his heires execut<sup>rs</sup> &  
 adm<sup>rs</sup> And the sd Edward Price doth for himſelfe his heires execut<sup>rs</sup>  
 & adm<sup>rs</sup> Covenante pmiſe & grante to & with the sd William Ratcliffe  
 his heires execut<sup>rs</sup> adm<sup>rs</sup> & aſſ that the premisses now are & for  
 ever hereafter ſhall be & continue free & cleare & freely & clearly  
 acquitted exonerated & diſcharged of & from all & ſingular former  
 & other bargaines Sales guifts grantes leases Rentes, arrearages of  
 Rentes, rentcharges mortgages Joyntures, dowers claymes, demands  
 & incumbrances whatſoev̄ by him them or any of them formerly  
 had done or comitted or to be had done or comitted And the sd  
 Edward Price for himſelfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> the aforeſd  
 pcell of land & all & Singular other the pmisses before granted bar-  
 gained & ſold with the appurtenances unto the sd William Ratcliffe  
 his heires & aſſ for ever ag<sup>st</sup> him the sd Edward Price his heires  
 executors & adm<sup>rs</sup> & againſt all & evy of them lawfully claymeinge  
 from by or under him them or any of them ſhall & will warrant &  
 forever defend by theiſ pntes And the sd Edward Price for himſelfe  
 his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant pmiſe & grante to & with  
 the sd William Ratcliff his heires & aſſ by theiſe pntes that he the  
 sd William Ratcliffe his heires & aſſ & evy of them ſhall & may by  
 force & virtue of theiſ pntes lawfully peaceably & quietly have hold  
 occupy poſſeſſ & enjoy the sd Land & all & ſingul<sup>r</sup> the pmisses before  
 granted bargained & ſold with their & evy of their Rights members  
 & appurtenances & have receive & take the Rentes iſſues & proffitts  
 thereof to hiſ & their owne propper uſe & behoofe, without any  
 manner of lett trouble eviction or interrupcion of or by the sd Price  
 hiſ heires execut<sup>rs</sup> adm<sup>rs</sup> or aſſ or any of them (The Rentes &  
 Services which from henceforth from tyme to tyme & att all tymes  
 forever hereafter ſhall grow due & payable to the Cheife Lord or  
 Lords of the Fee or Fees thereof for or in reſpect of their Seignorie  
 or Seignories only excepted & foreprized) In witneſ my hand & ſeale  
 I have hereunto putt. Edward Price (lo<sup>c</sup>  
 Signed Sealed & delivd sigi<sup>f</sup>)

in the pnce of uſ

Christopher Warner

Edward Minge

Richd R Midgleyſ

mke

In a cauſe depending between Joſias Fendall plain<sup>t</sup>f and Ambroſe  
 Bayly Deft, the Plaintiff in hiſ p<sup>p</sup> pſon, declares ag<sup>t</sup> the Def<sup>t</sup> for  
 the Summe of one thouſand pounds of to<sup>b</sup> due by a bill beareinge date  
 the 5th of Auguſt 1672 the Plain<sup>t</sup> proves in Court by th<sup>e</sup> oathes of  
 Jn<sup>o</sup> Baulch and Thomas Jeckrell th<sup>t</sup> it's the act & deed of th<sup>e</sup> sd

Liber E Ambrose Bayly, whereupon th<sup>e</sup> Co<sup>m</sup>rs gave judge<sup>m</sup>t ag<sup>t</sup> the Def<sup>t</sup> for th<sup>e</sup> sd Sum<sup>e</sup> of one thousand pounds of to<sup>b</sup>: and allso this ensuing costs

Imp <sup>r</sup> to Att <sup>s</sup> fees.....	60 <sup>th</sup> to <sup>b</sup>
to Attendance 3 days at 30 p diem.....	90
	<hr/> 150

W<sup>m</sup> Farloe the Sonn of Ambrose Farloe was borne the 15th day of February Anno Do<sup>m</sup>ini 1671:

[p. 167] Ordred that the Sherifff pay to Charles Gregory one thousand pounds of to<sup>b</sup> formerly levied for th<sup>e</sup> cure of a lame man named [blank] This order being granted upon this Peti<sup>t</sup>con hereunder written

To the Worshipfull Co<sup>m</sup>missioners of Charles County Court th<sup>e</sup> Peti<sup>t</sup>con of Charles Gregory Chirurgeon, Humbly Shewes th<sup>t</sup> in October last the Members of this Worshipfull Court were pleased to Send a poore distressed lame Man unto your Peti<sup>t</sup>coner being ulcerated of both his leggs the w<sup>ch</sup> your Peti<sup>t</sup>coner tooke in cure and used his inten<sup>t</sup>cons and industry to cure both by externall & internall medecines applyed therefore may it please your Worships, the p<sup>er</sup>son being allmost cured that you would be pleased to award to your peti<sup>t</sup>coner the allow: w<sup>ch</sup> is allready levied for your Peti<sup>t</sup>coner in part and your Peti<sup>t</sup>coner Shall continue his Industry to the effecting th<sup>e</sup> cure, & attend for the remainder untill another yeare, & your peti<sup>t</sup>coner Shall ever pray &c.

James Lee confesses judge<sup>m</sup>t to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of Six hundred eighty & eight pounds of to<sup>b</sup>:

Whereas there was an atach<sup>m</sup>t granted unto Henry Adams ag<sup>t</sup> th<sup>e</sup> Es<sup>t</sup> of Michaell Ashford for th<sup>e</sup> Sum<sup>e</sup> of nine thousand pounds of to<sup>b</sup> is now continued untill the next Court

The atach<sup>m</sup>t th<sup>t</sup> was formerly granted to Jacob Peterson for th<sup>e</sup> Sum<sup>e</sup> of thirteen hundred pounds of to<sup>b</sup> ag<sup>t</sup> th<sup>e</sup> Es<sup>t</sup> of the above<sup>d</sup> Mich<sup>l</sup> Ashford is likewise continued till the next Court

The Court is adjourned for two houres: The Court Sits  
p<sup>r</sup>sent m<sup>r</sup> Thomas Mathewes M<sup>r</sup> Jn<sup>o</sup> Douglas M<sup>r</sup> Zach<sup>y</sup> Wade M<sup>r</sup> Rob<sup>t</sup>  
Henly M<sup>r</sup> W<sup>m</sup> Barton

Jn<sup>o</sup> Grubb confesseth a judgem<sup>t</sup> to Benj<sup>a</sup> Rozer for th<sup>e</sup> Sum<sup>e</sup> of eighteen hundred twenty & two pounds of to<sup>b</sup>:

In a certain matter of difference depending between Samuell Clarke Plaintiff and Thomas Gibson Adm<sup>r</sup> of all and Singular th<sup>e</sup>

goods and Chattells of W<sup>m</sup> Cotton decd Def<sup>t</sup> The Plaintiff declares ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> for th<sup>t</sup> th<sup>e</sup> sd W<sup>m</sup> Cotton Stood indebted to the sd Clarke in the just quantity of foure hundred poundes of to<sup>b</sup> for Se<sup>v</sup>all goods bought of the sd Clarke by the sd Cotton th<sup>t</sup> is to Say one Castor hat at 150 lb of to<sup>b</sup> two payre of frensh fall Shoes at one hundred p<sup>d</sup>s of to<sup>b</sup> one chest at one hundred and twenty poundes of to<sup>b</sup> and ribbon at thirty poundes of to<sup>b</sup> w<sup>ch</sup> to<sup>b</sup> th<sup>e</sup> sd Cotton did acknowledge to be due not long before his death & did assume the paym<sup>t</sup> thereof before the sd Gibson and his wife, th<sup>e</sup> sd Gibson being examined in open Court confess'd th<sup>t</sup> he heard the sd Cotton acknowledge the Debt whereupon it was ordred th<sup>t</sup> judgm<sup>t</sup> Should be entred ag<sup>t</sup> Es<sup>t</sup> of th<sup>e</sup> sd Cotton for the sd Sum<sup>e</sup> of foure hundred p<sup>d</sup>s of to<sup>b</sup>: Liber E

In a cause depending between Jn<sup>o</sup> Barker Plaintiff and Nich Grosse Def<sup>t</sup> th<sup>e</sup> Plaintiff declares ag<sup>t</sup> the Def<sup>t</sup> for 800 lb of to<sup>b</sup> due for accomoda<sup>o</sup>n in the tyme of the Def<sup>ts</sup> Sickness: th<sup>e</sup> Def<sup>t</sup> appeares by his Att: John Jones to defend the Suite and Sayes that he did not agree to pay 800 lb to<sup>b</sup> p<sup>r</sup> his accomoda<sup>o</sup>n, th<sup>e</sup> Plaintiff by his At<sup>t</sup> Sam: Cressy desires that Jn<sup>o</sup> Smith may be Sworne who declares th<sup>t</sup> th<sup>e</sup> sd Grosse was at the house of the sd Barkers for the Space of eight dayes & nights & that th<sup>e</sup> sd Gross had one to attend him every night for th<sup>e</sup> tyme of his being there & farther Sayes not, whereupon th<sup>e</sup> Com<sup>rs</sup> awarded the Plaintiff 400<sup>th</sup> of to<sup>b</sup> w<sup>th</sup> costs as followeth

To At <sup>t</sup> fees.....	60	} in all 180 <sup>th</sup> to <sup>b</sup>
To Rest & attendance Jn <sup>o</sup> Smith.....	60	
To rest & attendance Meverall Hulse 2 days..	60	

In a cause depending between Philip Lines Plaintiff & Edmond Lindsay Def<sup>t</sup> the Plaintiff declares ag<sup>t</sup> the Def<sup>t</sup> for the Sum<sup>e</sup> of thirteen hundred thirty & eight poundes of to<sup>b</sup> due to th<sup>e</sup> P<sup>ltf</sup> by an acc<sup>t</sup> in Court for Ordinary accomoda<sup>o</sup>ns p<sup>d</sup>uced, th<sup>e</sup> Def<sup>t</sup> by his Attorney Samu<sup>el</sup> Cressy pleads non assumpsit to the acc<sup>t</sup> & the Plaintiff being not able to prove his accompt ordred that a non Suite be entred ag<sup>t</sup> the Plaintiff w<sup>th</sup> costs as followeth [p. 168]

Imprimis To a Non Suite.....	50
To At <sup>t</sup> fee.....	60
To attendance 3 days at 30 <sup>th</sup> p <sup>r</sup> diem.....	90

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200

In a cause depending between Bridget Leggett Plaintiff & Thomas Lomax Def<sup>t</sup>, And whereupon the sd Bridgett by her Attorney John Jones, Sayes that whereas Nehemiah Blackstone, in the se<sup>v</sup>all Yeares of our Lord God 1669 & 1670 had his accomoda<sup>o</sup>ns & was p<sup>r</sup>vided

Liber E for and furnisht w̄th meat drinke lodging &c for the Space of twenty Monthes for w̄ch the s̄d Thomas did promise & take upon him Self to pay unto her the s̄d Bridget two thousand pounds of toḃ Notw̄thstanding the s̄d Thomas has not minded his s̄d promise & assump̄con Soe made as aforeśd but neglecting her the s̄d B̄dgett the s̄d Suṁe of two thousand p̄ds of toḃ to pay & Satisfie though often thereunto required for w̄ch s̄d Suṁe th<sup>e</sup> s̄d Bridgett brings this her Suite, And the s̄d Thomas Lomax in prop̄ p̄son Sayeth that the above s̄d Nehemiah Blackstone hath Satisfied eight hundred pounds of toḃ unto the s̄d Bridgett Whereupon the Com<sup>rs</sup> gave Judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for the Suṁe of twelve hundred pounds of toḃ w<sup>th</sup> Costs as followeth

To Att̄ fees..... 60

In a cause depending between Philip Lines Plaintiff & John Walton Def<sup>t</sup> And whereupon th<sup>e</sup> s̄d Philip Lines complains ag<sup>t</sup> the s̄d Jn<sup>o</sup> for that the s̄d Jn<sup>o</sup> Stands indebted unto him the s̄d Philip in the Suṁe of three hundred ninety & eight pounds of toḃ by bill under his hand & Seale beareing date the 23<sup>th</sup> day of October Anno Dñi 1673 for w̄ch Suṁe the Def<sup>t</sup> confesseth Judgm̄t to th<sup>e</sup> Plaintiff: & th<sup>e</sup> Plaintiff p<sup>r</sup>ferr̄s this following bill of Costs w̄ch the Com<sup>rs</sup> allowed of

To Attornys fee.....	60
To attendance 4 dayes at 30 <sup>lb</sup> p̄ day.....	120
	<u>180</u>

In a case depending between Jn<sup>o</sup> Wood Plaintiff & Edmond Taylor Def<sup>t</sup> The Plaintiff declares ag<sup>t</sup> the Def<sup>t</sup> for the Suṁe of eight hundred and twenty pounds of toḃ due by acc<sup>t</sup> in Court produced; as followeth:

To 24 Gallons of quince drinke 400<sup>lb</sup> toḃ

To 21 Gallons of quince drinke in September 420<sup>lb</sup> toḃ

— Suṁ toḃ 820<sup>lb</sup> toḃ

Thomas Cooper Sworne in Court & declares th<sup>t</sup> he heard Edmond Taylor acknowledge th<sup>e</sup> receipt of the s̄d 45 Gallons of quince drinke whereupon the Com<sup>rs</sup> ordred judgem̄t to be entred ag<sup>t</sup> the Def<sup>t</sup> for th<sup>e</sup> Suṁe of 820 lb toḃ w̄th Costs as followeth

To Jn <sup>o</sup> Woods attendance.....	120	{ w <sup>ch</sup> bill of Cost was allowed by th <sup>e</sup> Com <sup>rs</sup>
To Thomas Coopers attendance 4 days..	120	
To Jn <sup>o</sup> Wrights attendance 4 days.....	120	
To Philip Lines attendance 4 days.....	120	
To Att̄ fees.....	60	
	<u>540</u>	

[p. 169] In a cause depending between Eliza: Moore Plaintiff and Francis Thornewton Def<sup>t</sup> it's referd untill the next Court by the Consents of both Plaintiff & Def<sup>t</sup>.



In a difference depending between W<sup>m</sup> Roswell Plaintiff & Jn<sup>o</sup> Liber E  
Warder Def<sup>t</sup> wch is allso refe<sup>d</sup> untill the next Court

In a cause depending between Allexander Sennet Plaintiff and  
John Wood Def<sup>t</sup> The Plaintiff declares ag<sup>t</sup> the Def<sup>t</sup> by his Attorney  
Samuell Cressy for the Sum<sup>e</sup> of foure hundred forty & foure  
poundes of to<sup>b</sup> due to the Plaintiffe for thirty Seven Gallons of  
Sider delivered to the Def<sup>t</sup> on the 19th day of August Anno Dñi  
1673: the Def<sup>t</sup> appears by his Att<sup>r</sup> John Jones to defend the Suite &  
proves in Court that he received but 25 gallons of Sider whereupon  
the Comissioners gave judgem<sup>t</sup> ag<sup>t</sup> the Def<sup>t</sup> for th<sup>e</sup> Sum<sup>e</sup> of three  
hundred p<sup>d</sup>s of to<sup>b</sup> for 25 Gall of Sider at 12 lb the Gall, w<sup>th</sup>  
Costs as follows

To Attornys fees.....	60
To Allexander Sennetts attendance 4 dayes at 30 p day.....	120
	<u>180</u>

Ordred that John Wood and Philip Lines doe remain in the  
Sheriffs hands untill they have given Sufficient Securety for theyre  
appearences the next Court there to answeare unto what Shall be  
objected ag<sup>t</sup> them:

In a difference depending between Mary Thomas Plaintiff and &  
W<sup>m</sup> Rathwell Def<sup>t</sup> the Def<sup>t</sup> by his Att<sup>r</sup> Nich<sup>s</sup> Best craved a reference  
wch was granted

Mathias Obryan by his Attorney Jn<sup>o</sup> Wheeler confess't Judgm<sup>t</sup> to  
Edward Maddox for th<sup>e</sup> Sum<sup>e</sup> of two thousand foure hundred lb to<sup>b</sup>  
w<sup>th</sup> Costs:

Allexander white doth acknowledge him Selfe bound to the Co<sup>rs</sup>  
of this County in a bond of five thousand poundes of to<sup>b</sup> to be  
accomptable for the crop of Thomas Soall:

Robert Middleton peti<sup>cons</sup> the Court for an attachm<sup>t</sup> ag<sup>t</sup> the Est<sup>t</sup>  
of Rich<sup>d</sup> Boughton for the Sum<sup>e</sup> of eight hundred pounds of to<sup>b</sup>:  
he proveing his debt in Court, it was granted him

In a cause depending between Kalome Magloughlin Plaintiff &  
W<sup>m</sup> Taylor Def<sup>t</sup> it's refe<sup>d</sup> untill the next Court by consents of  
Plaintiff & Def<sup>t</sup>

In a cause depending between Benj<sup>a</sup> Rozer Plaintiff & Rich<sup>d</sup>  
Boughton Def<sup>t</sup> th<sup>e</sup> plaintiffe declares ag<sup>t</sup> the Def<sup>t</sup> for the Sum<sup>e</sup> of  
two thousand nine hundred & eighty pounds of to<sup>b</sup> due p bill & th<sup>e</sup>  
Def<sup>t</sup> haveing absented himself from his owne habita<sup>con</sup> & left noe

**Liber E** Atf according to an Act of Assembly in th<sup>t</sup> case made The Com<sup>rs</sup> have granted th<sup>e</sup> Plaintiff an attachm<sup>t</sup> ag<sup>t</sup> the Estate of th<sup>e</sup> Deff<sup>r</sup> for the sd Sum<sup>e</sup> of two thousand nine hundred and eighty pounds of to<sup>b</sup>:

The Com<sup>rs</sup> have allso granted the sd Benj<sup>a</sup> Rozer an attachm<sup>t</sup> ag<sup>t</sup> the sd Boughtons Es<sup>r</sup> for another Bill of nineteen hundred eighty nine pds of to<sup>b</sup>:

The Court is adjornd till the Second tuesday in June 1674

[p. 170] Jn<sup>o</sup> Twiggs enters the followeing marke, Swallow forke on the left Eare & underkeeled on the Right.

M<sup>r</sup> Zach<sup>r</sup> Wade enters the Death of his Sonn W<sup>m</sup> Wade who died the 3<sup>d</sup> day of November Anno Dñi 1673:

Thomas Witter enters this followeing marke (vizt) Cropt two Slitts a figure of 3 on the left Eare & on the right Eare a Slitt and a figure of 3 on the upper part of the Eare th<sup>e</sup> figure of 3 on th<sup>e</sup> left eare is on th<sup>e</sup> underside of th<sup>e</sup> sd eare

Writts taken out ag<sup>t</sup> June Court Anno Dñi 1674:

Robert Henly demands a writt ag<sup>t</sup> Philip Browne th<sup>e</sup> Sheriffs return cepi corpus

Joseph Peirce demands a writt ag<sup>t</sup> Edmond Lindsay Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

W<sup>m</sup> Boyden demands a writt ag<sup>t</sup> Francis Goodrick Sh<sup>r</sup>: re<sup>t</sup>. non est inventus:

Benj<sup>a</sup> Rozer demands a writt ag<sup>t</sup> Thomas Blumstead Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

Charles Duell v<sup>s</sup>us Henry Barnes . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

George Godfry demands a writt ag<sup>t</sup>

Alexander Sennett . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus

Benj<sup>a</sup> Rozer demands a writt ag<sup>t</sup> James

Munkister . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus

George Godfrey demands a writt ag<sup>t</sup>

Rich<sup>d</sup> Beck . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

W<sup>m</sup> Hayward demands a writt ag<sup>t</sup> Solo-

mon Rottee . . . . . Sh<sup>r</sup>: re<sup>t</sup>. non est inventus

Benj<sup>a</sup> Rozer v<sup>s</sup>us Thomas Corker . . . . . Sh<sup>r</sup>: re<sup>t</sup>. concordantur

Benj<sup>a</sup> Rozer v<sup>s</sup>us Rob<sup>t</sup> Cossleton . . . . . Sh<sup>r</sup>: re<sup>t</sup>. concordantur

Stephen Murty v<sup>s</sup>us Stephen Sollois . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi

Benj<sup>a</sup> Rozer v<sup>s</sup>us George Ostree . . . . . Sh<sup>r</sup>: re<sup>t</sup>. concordantur

Thomas Hussy v<sup>s</sup>us Jn<sup>o</sup> Lemaire . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

Rich<sup>d</sup> Ambrose v<sup>s</sup>us Thomas Russell . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi corpus:

Benj<sup>a</sup> Rozer versus Hugh ONeale . . . . . Sh<sup>r</sup>: re<sup>t</sup>. concordantur

Benj<sup>a</sup> Rozer v<sup>s</sup>us Philip Lines Adm<sup>r</sup> to

James Lluellin . . . . . Sh<sup>r</sup>: re<sup>t</sup>. cepi

Benj <sup>a</sup> Rozer v <sup>s</sup> us Hugh Frensh.....	Sh: reĭ. concordantur:	Liber E
Joseph Peirce v <sup>s</sup> us Rich <sup>d</sup> Beck.....	Sh: reĭ. concordantur:	
Jn <sup>o</sup> Wood v <sup>s</sup> us Thomas Witter.....	Sh: reĭ. cepi corpus:	
Benj <sup>a</sup> Rozer v <sup>s</sup> us Edward Maddox....	Sh: reĭ. concordantur:	
Steph Sollois v <sup>s</sup> us Stephen Murty....	Sh: reĭ. concordantur:	
Jn <sup>o</sup> Hartwell v <sup>s</sup> us Jeremiah Macknue..	Sh: reĭ. cepi corpus:	
Charles Gregory v <sup>s</sup> us Jn <sup>o</sup> Dunstan....	Sh: reĭ. non est inventus:	
Ditto v <sup>s</sup> us ditto.....	Sh: reĭ. non est inventus:	
Joseph Peirce v <sup>s</sup> us Fra: Kylborne....	Sh: reĭ. cepi corpus:	
Nich Richardson v <sup>s</sup> us Geo: Athy....	Sh: reĭ. cepi corpus:	
Jn <sup>o</sup> Hartwell v <sup>s</sup> us Jn <sup>o</sup> Shockness.....	Sh: reĭ. cepi corpus:	
James Shinderoe v <sup>s</sup> us Jn <sup>o</sup> Wood.....	Sh: reĭ. cepi corpus:	
Thomas Casy v <sup>s</sup> us Jn <sup>o</sup> OCaine.....	Sh: reĭ. cepi corpus:	
Jn <sup>o</sup> Hartwell v <sup>s</sup> us Ambrose Bayly....	Sh: reĭ. cepi corpus:	
Benj <sup>a</sup> Solly v <sup>s</sup> us Jn <sup>o</sup> Stephens.....	Sh: reĭ. cepi corpus:	
Jn <sup>o</sup> Allen v <sup>s</sup> us Ralph Coates.....	Sh: reĭ. cepi corpus:	
Thomas Mathewes v <sup>s</sup> us Andrew Ward.	Sh: reĭ. non est inventus:	
Jn <sup>o</sup> Allen v <sup>s</sup> us Ralph Rawlins.....	Sh: reĭ. non est inventus:	
Ditto v <sup>s</sup> us Ralph Coates.....	Sh: reĭ. cepi corpus:	
Nich Richardson v <sup>s</sup> us George Athy....	Sh: reĭ. cepi corpus:	
Jn <sup>o</sup> Allen v <sup>s</sup> us Thomas Allcock.....	Sh: reĭ. cepi corpus:	
Francis Kilborne demands a writt aġt		[p. 171]
Francis Wine .....	Sheriffs reĭ cepi	
Jn <sup>o</sup> Allen versus Jn <sup>o</sup> Kimbrow.....	Sheriffs reĭ non invent	
Jn <sup>o</sup> Allen v <sup>s</sup> us Levi Vassall.....	Sh: reĭ. cepi corpus:	
Kalome Maglouglin versus W <sup>m</sup> Taylor.	Sh: reĭ. cepi corpus	
Jn <sup>o</sup> Allen v <sup>s</sup> us Sam: Hutchinson.....	Sh: reĭ. concordantur	
Francis Wine v <sup>s</sup> us Francis Kilborne...	Sh: reĭ. cepi corpus	
Gerrard Browne versus John Ashbrooke	Sh: reĭ. concordantur	
Jn <sup>o</sup> Lemaire v <sup>s</sup> us Peter Small.....	Sh: reĭ. non est inventus	
Jn <sup>o</sup> Peirce v <sup>s</sup> us Thomas Gibson Adm <sup>r</sup>		
to Thomas Gibson.....	Sh: reĭ. cepi corpus:	
George Lodge v <sup>s</sup> us Kalome Maglouglin	Sh: reĭ. cepi corpus:	
Edmond Lindsay v <sup>s</sup> us Jn <sup>o</sup> Boswell....	Sh: reĭ. concordantur:	

At a Court held in Charles County on the 10th day of June Anno 1674  
Comissioners p<sup>r</sup>sent

M <sup>r</sup> Thomas Mathewes	M <sup>r</sup> Jn <sup>o</sup> Stone
M <sup>r</sup> Jn <sup>o</sup> Bowles	M <sup>r</sup> Robt Henly
M <sup>r</sup> Thomas Hussy	M <sup>r</sup> W <sup>m</sup> Barton

Humphry Warren p<sup>r</sup>sents a Serv<sup>t</sup> to the Court to be adjudged of his age who is adjudged to be thirteen yeares of age, being named Jn<sup>o</sup> Davis:

Peter Carr p<sup>r</sup>sents a Servant named Mary Grosser adjudged to be betweene Eighteene & twenty yeares old

Liber E Peter Carr p̄sents a Serv<sup>t</sup> named John Keelby who is adjudged to be Sixteene yeares of Age

William Hensly p̄sents a Serv<sup>t</sup> named John Hall adjudged to be Eighteene yeares of age

John Morris his Servant presented by Peter Carr is adjudged to be Sixteene yeares of age

John Wood p̄sents a Servant named Elizabeth Maybanck adjudged to be thirteene yeares of age

John Munn p̄sents a Serv<sup>t</sup> named Robert Smith who is adjudged to be fifteene yeares old

Benjamin Rozer p̄sents a Serv<sup>t</sup> named James Greene who is adjudged to be fifteene yeares old

M<sup>r</sup> John Bowles p̄sents a Serv<sup>t</sup> named Edward Hensley adjudged to be Seaventeene yeares old

Henery Hawkins p̄sents Elianor Hutchins adjudged to be thirteene yeares of age

M<sup>r</sup> Thomas Mathewes Sen<sup>r</sup> p̄sents Christopher Dover adjudged to be twenty yeares olde

John Taylor p̄sents John Wilkinson adjudged to be Eighteene yeares of age

Richard Beck p̄sents a Serv<sup>t</sup> on th<sup>e</sup> behalfe of John Ward named James Farrow fifteene yeares old

Richard Beck p̄sents a Servant named Richard Singleton adjudged thirteene yeares of age And another Servant named James Cayne who is adjudged to be Twelve yeares of age

Clement Theobalds acknowledged the ensueinge Conveyance unto Thomas Witter in open Court vizt

This Indenture made the Sixth day of Aprill In the yeare of our Lord God one thousand six hundred Seaventy & fower Betweene Clement Theobald of Charles County in the Province of Maryland Planter of the one p̄te And Thomas Witter of the County aforeſd of th'other p̄te Witnesseth that the ſd Clement Theobald as well for and in Considera<sup>o</sup>n of twelve thousand pounds of tobacco & Cask to him in hand paide by the ſd Thomas Witter, the receipt whereof hē the ſd Clement Theobald doth hereby acknowledge, and himselfe to be therewith fully satisfied contented & paid & thereof & therefrom & of & of & from e<sup>v</sup>y p̄te and p̄cell thereof doth acquitt & discharge the ſd Thomas Witter his heires execut<sup>rs</sup> & adm<sup>rs</sup> by theise p̄ntes, as also for diverse other good Causes & considera<sup>o</sup>ns him thereunto moveinge Hath bargained aliened sold enfeoffed assigned & sett over And by theis p̄ntes doth fully clearely & absolutely bargain alien sell enfeoff assigne & sett over unto the ſd Thomas Witter his heires & as<sup>s</sup> forever All that planta<sup>o</sup>n & p̄cell of land called (Simsons delight) lyeinge in Charles County in the Woods on the West side of Port-tobacco Creeke neare the head of the ſd Creeke, begininge at a bounded Oake standinge neare an old Indian feild & runninge Northwest & by West

from the sd Oake for the length of three hundred & twenty pches to a bounded oake bounded on the West with a lyne drawne North East & by East for the length of One hundred & fifty pches to a bounded poplar, on the North with a lyne drawne Southeast & by East for the length of three hundred & twenty pches to a bounded Oake on the East with a lyne drawne Southwest & by west from the ende of the former lyne to the first bounded Oake, Conteyninge & layde out for three hundred acres more or lesse with all & Singular the howses buildings pastures feedings woods wayes waters water-courses pfitts comodities & appurtenances whatsoever to the sd pmisses or any pte or pcell belonginge or in anywise apperteyninge And also all the estate right tytle interest use pperty possion reversion clayme & demand of him the sd Clement Theobald of & in the same To have & to hold the aforesd Plantacon & pcell of land & all & singular oth<sup>r</sup> the pmisses before granted bargained & sold with their & evy of their rights members & appurtenances unto the sd Thomas Witter his heires & as<sup>s</sup> for e<sup>v</sup>, And the sd Clement Theobalds doth for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> Covenante pmise & grante to & with him the sd Thomas Witter his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> That the pmisses now are & for e<sup>v</sup> hereafter shall be free & cleare & freely & clearly acquitted exonerated & discharged of & from all & all manner former & oth<sup>r</sup> bargaines sales guifts, grantes leases Rentes arreareages of Rentes rentcharges, mortgages Joyntures Dowes claimes demands & incumbrances w<sup>soe</sup>e<sup>v</sup> by him them or any of them fornlly had done or comitted or to be had done or comitted And the sd Clement Theobald for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> the aforesd pcell of land & plantacon & all & singular oth<sup>r</sup> the pmisses before granted bargained & sold with th'appurtenances unto the sd Thomas Witter his heires & as<sup>s</sup> forever ag<sup>st</sup> him the sd Clement Theobalds his heires & as<sup>s</sup> & ag<sup>st</sup> all oth<sup>r</sup> psons w<sup>soe</sup>e<sup>v</sup> shall & will warrant & forever defend by theise pntes And the said Clement Theobalds for himsele his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant pmise grante & agree to & with the sd Thomas Witter his heires & as<sup>s</sup> by theise pntes That the sd Thomas Witter his heires & as<sup>s</sup> & evy of them shall & may by force & virtue of theis pntes from tyme to tyme & at all tymes for e<sup>v</sup> hereafter lawfully peaceably & quietly have hold use occupie possesse & enjoy the sd Land & Plantacon & all & Singular the before granted pmisses with their & evy of their rights members & appurtenances And have receive & take the rentes issues & pfitts thereof, to his & their owne pper uses & behoofes without any manner of lett trouble eviccon or interrupcon or or by the sd Clement Theobald his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup> or any of them or of or by any oth<sup>r</sup> pson or psons whatsoever (The Rentes & Services which from henceforth shall grow due & payable to the Lord Prop<sup>rtary</sup> only excepted & fore-prized And the sd Clement Theobalds doth furth<sup>r</sup> Covenante &

Liber E

[p. 172]

Liber E promise that he the said Clem<sup>t</sup> Theobalds his heires execut<sup>rs</sup> & adm<sup>rs</sup> shall & will from tyme to tyme & at all tymes hereafter within the space of Seaven yeares next ensueinge the date hereof at the reasonable request & at the Costs & charges in the Law only of the s<sup>d</sup> Thomas Witter his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup> make Seale Convey & deliver such further assurance or assureances for the before bargained premisses (Exceptinge only as before excepted As the s<sup>d</sup> Thomas Witter his heires execut<sup>rs</sup> adm<sup>rs</sup> or as<sup>s</sup> or as<sup>s</sup> or any of them or his their or any of their Councell learned in the Law shall him the s<sup>d</sup> Clement Theobalds his heires execut<sup>rs</sup> or adm<sup>rs</sup> or any of them thereto require In witnes whereof the p<sup>ties</sup> afore<sup>s</sup>d to theis Indentures interchangeably have putt their hands & Seales the day & yeare first above written

Signed Sealed & deli<sup>vd</sup>

Clement Theobald (lo<sup>c</sup>  
Sigi<sup>f</sup>)

in the p<sup>nce</sup> of us

Thomas Corker Jobe Corner

Th'ensueinge Memorandum is endorsed on the back side of the above written Conveyance vizt Memorandum that the day & yeare within written full po<sup>ss</sup>ion (with Livery & Seisin by Turfe & twigg) of the within men<sup>o</sup>ned p<sup>miss</sup>es was given by the within named Clement Theobalds unto the within named Thomas Witter accordinge to the Tenour of the within written deed In Presence of.

Thomas Corker  
Jobe Corner

[p. 173] This Indenture made the Tenth day of March Anno Do<sup>mi</sup> 1673 And in the two & fortith y<sup>r</sup> of the Dominion of Caecilius Lord Proprietary of the Provinces of Maryland & Avalon Baron of Baltamore &c Betweene Francis Heydon of Charles County in the s<sup>d</sup> Province of Maryland Planter of the one p<sup>te</sup> And John Alward of the same County & Province Planter of th'oth<sup>r</sup> p<sup>te</sup> Witnesseth that the s<sup>d</sup> Francis Heydon & John Alward are & doe now stand Seized in their demesne as of Fee in Co<sup>m</sup>on & undevide of & in a p<sup>cell</sup> of Land called (Moores hope) begininge at a markt redd Oake with twelve notches, standinge at the side of a hill by a Runn Syde, beinge the Northermost bound tree of a p<sup>cell</sup> of Land belonginge to George Goodrick conteyninge Six hundred acres And of one p<sup>cell</sup> of land belonginge to Thomas Hussey, lyeinge neare the head of one of the Northermost branches of Zachie swamp from thence runninge East northeast for two hundred p<sup>ches</sup> to a markt oake by a branch, from thence runninge north Northwest for eighty p<sup>ches</sup> to a m<sup>kt</sup> white oake, from thence runninge west Southwest for two hundred p<sup>ches</sup> to a m<sup>kt</sup> redd Oake, from thence runninge South southeast to the first bound tree beinge now layd out for one hundred acres as by a certaine Indenture beareinge date the Eighth day of November 1669 under the hand & seale of Henery Moore (beinge a bargain & Sale of the s<sup>d</sup> Land) may more at large appeare And also of and

in one oth<sup>r</sup> pcell of Land called (Partnership) lyeinge in the woods on the East side of Portobacco fresh about fower miles from the s<sup>d</sup> fresh, begininge at a m<sup>kt</sup> red oak standinge neare a pcell of Land of one hundred acres formerly belonginge to one Henery Moore (the same land first above men<sup>c</sup>oned) from thence runninge Northwest & by North for one hundred and fifty pches to a markt white Oake, from thence runninge Northeast & by East for length three hundred & twenty pches to a bounded redd Oake standinge on the topp of a Hill by a branch Side, from thence runninge Southeast & by South one hundred & fifty pches to a m<sup>kt</sup> Hickory, from thence runninge Southwest & by west three hundred & twenty pches to the first bound tree, beinge now laide out for three hundred acres more or lesse As by a Pattent under the greate Seale at armes of Caecilius Absolute Lord & Prop<sup>rtary</sup> afore<sup>s</sup>d & the se<sup>v</sup>all hands of Philip Calvert & William Calvert Esq<sup>rs</sup> Dated the first day of Septemb<sup>r</sup> Anno Dom<sup>i</sup> MDCLxx may also more at large appeare, It is now (to the ende a perpetuall Partition & Division shall be had & made betweene the s<sup>d</sup> Francis Heydon & John Alward of & in th<sup>e</sup> said two pcells of Land abovemen<sup>c</sup>oned called Moores Hope & Partnership with all th<sup>r</sup> Rights pffitts benefitts & appurtenances As they are men<sup>c</sup>oned to be granted by the s<sup>d</sup> Henery Moore in the abovemen<sup>c</sup>oned Indenture of Bargain & Sale And by the Lord Prop<sup>rtary</sup> by the abovemen<sup>c</sup>oned Pattent beinge both Scituate in Charles County in the Province of Maryland afore<sup>s</sup>d) Covenanted concluded & agreed by & betweene the p<sup>t</sup>ies to theise p<sup>nt</sup>es, in manner & forme followinge And first the s<sup>d</sup> Francis Heydon for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth hereby Covenant conclude & agree to & with the s<sup>d</sup> John Alward his heires execut<sup>rs</sup> & adm<sup>rs</sup> & as<sup>s</sup>, That he the s<sup>d</sup> John Alward his heires & as<sup>s</sup> shall from henceforth have hold & peaceably enjoy in se<sup>v</sup>alty to him & his heires forever To his & their owne p<sup>pr</sup> use & behoofe, All the abovemen<sup>c</sup>ond pcell of Land called Moores hope as 'tis granted by the s<sup>d</sup> Henery Moore in the above recited Indenture of bargain & Sale And also all that p<sup>te</sup> or pcell of Land (beinge p<sup>te</sup> of the abovemen<sup>c</sup>oned three hundred acres granted by Pattent) begininge at the first bound tree beinge a Redd Oake & Soe runinge Northwest & by North for breadth Eighty pches to a bounded Pickickory from thence runninge Northeast & by East for length two hundred pches unto a bounded Beech standinge in a branch, from thence runinge Southeast & by South Eighty pches to a bounded Persimon by the side of a Runn, from thence runninge South west & by West to the first bounded Oake layde out for one hundred acres, As the wholl was granted by the abovemen<sup>c</sup>ond Pattent with their & e<sup>v</sup>y of their Rights members & appurtenances And that neither he the s<sup>d</sup> Francis Heydon nor his heires shall from henceforth clayme or demand any right title use or po<sup>ss</sup>ion in or to the Same or any p<sup>te</sup> thereof, But that the s<sup>d</sup> Francis Heydon & his heires or as<sup>s</sup> shall at all tyme & tymes hereafter from all Actions Right tyle & demand

Liber E thereof be utterly excluded & forever debarred by theis p̄ntes And the said John Alward for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth  
 [p. 174] hereby Covenant conclude & agree to & with the said Francis Heydon his heires execut<sup>rs</sup> adm<sup>rs</sup> & as̄ That he the s̄d Francis Heydon his heires & as̄ shall from henceforth have hold & peaceably enjoy in Severalty to him the s̄d Francis Heydon his heires & as̄ forever To his & their owne p̄per use & behoofe All the abovementioned three hundred acres of Land called Partnership as 'tis recited to be granted by the abovementioned Pattent (Except one hundred acres thereof above by theise p̄ntes granted unto the s̄d John Alward) with all its rights members & appurtenances And that neith<sup>r</sup> the s̄d John Alward nor his heires shall from henceforth clayme or demand any Right tytle use or poſsion in or to the Same or any p̄te thereof But that he the s̄d John Alward & his heires & as̄ shall at all tyme & tymes hereafter from all Actions Right tytle & demand thereof be utterly excluded & forever debarred by theis p̄ntes (Except as before excepted) In witnes whereof the p̄ties to theise p̄nte Indentures of Partition have interchangeably putt their hands & Seales the day & yere first above written.

	Signed John Alward	(lo <sup>c</sup>
Signed Sealed & delivered	to one p̄te	Sig <sup>i</sup> f)
in the p̄nce of us	Signed Francis Heydon	(lo <sup>c</sup>
John Stone	to th'other parte	Sig <sup>i</sup> f)
Cleborne Lomax		

The abovementioned Indentures of Partition were in open Court acknowledged by the abovementioned Francis Heydon & John Alward mutually one to the other, & by them interchangeably signed & sealed & delivered in the p<sup>r</sup>sence of witnesses subscribed vizt John Stone & Cleborne Lomax

This Indenture made this 18<sup>th</sup> day of March A<sup>o</sup> 1673/4 Betweene George Gooderick of Charles County in the Province of Maryland Gent of the one p̄tey, And Francis Gooderick of the s̄d County & Province Gent of the other party witnesseth that the s̄d George Gooderick for diverse good causes & considera<sup>o</sup>ns him hereunto moveinge, Doth hereby give grante bargain Sell alien enfeoff & confirme from him his heires execut<sup>rs</sup> adm<sup>rs</sup> & as̄ forever unto the s̄d Francis Gooderick to him his heires execut<sup>rs</sup> adm<sup>rs</sup> & as̄ forever All that p̄cell of land lyeinge, Scituateinge, & beinge on the North side of Patomake River & on the west side of the North branch of Zachia Swampe, ru<sup>n</sup>inge from a marked Oake standinge by a Runn Side by the s̄d Swampe, North and by West up the Swamp for length three hundred p̄ches, to a marked Oake by the Side of a Hill boundinge on the North by a lyne drawne West & by North from the s̄d Oake One hundred & Sixty p̄ches, to a m̄ked Oake, boundinge on the West with a lyne drawne South & by East from the s̄d Oake for length three hundred p̄ches boundinge on the South by a lyne drawne East & by South from the end of the South & by East lyne



unto the first market oake conteyninge & now layde out for three hundred acres more or lesse Together with all howses Edifices buildings barnes stables orchards gardens woods und<sup>r</sup> woods feedings pastures com<sup>on</sup> of pasture & other hereditaments whatsoe<sup>v</sup> to the sd pcell of land belonginge or in any wise apperteyninge To have & to hold the sd pcell of land togeth<sup>r</sup> w<sup>th</sup> all its Rights Jurisdiccons & appurtenances whatsoever thereunto belonginge or in any manner of wayes apperteyninge, unto him the sd Francis Goodrick his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> forever And he the sd George Gooderick All the before mentioned & hereby granted pmisses shall & will warrant & forever defend unto him the sd Francis Goodrick his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> forever, against him the sd George Goodrick his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> forever, And of & from all manner of pson and psons w<sup>t</sup>soe<sup>v</sup> lawfully claimeinge, by from or und<sup>r</sup> him them or any of them or of by from or under their or any of their Act consent tytle interest privitie or pcurement w<sup>t</sup>soe<sup>v</sup> In verity & truth hereof the pties before men<sup>tioned</sup> to theise pnte Indentures have interchangeably sett to their hands & fixed their Seales the day & yeare above specified. Signed Sealed & deli<sup>vered</sup> George Goodricke (lo<sup>c</sup> in the presence of us Sigi<sup>l</sup>)

George Thompson

Humphry X Jones  
his m<sup>ake</sup>

The above men<sup>tioned</sup> Conveyance was acknowledged in open Court by the above men<sup>tioned</sup> George Goode-ricke unto the above men<sup>tioned</sup> Francis Goodericke

This Indenture made this Tenth day of March Añoq<sup>ue</sup> Dom<sup>ini</sup> One thousand six hundred Seaventy three, Betweene John Munn of Charles County in the Province of Maryland Planter of th<sup>e</sup> one p<sup>ar</sup>te And John Helme of the same County & Province of the other p<sup>ar</sup>te Witnesseth that the sd John Munn as well for & in Considera<sup>tion</sup> of Seaven thousand pounds of good Sound merchantable tobacco & Cask already in hand rec<sup>d</sup> As also for diverse good causes & considera<sup>tions</sup> him hereunto moveing Hath bargained Sold Eliened enfeof<sup>ed</sup> assigned sett over & confirmed and by theise pntes doth fully clearly absolutely bargain sell allien enfeof assigne Sett over & confirme unto the said John Helme his his heires & as<sup>s</sup> forever All that pcell of Land called Shrewsbury lyeinge & beinge on the North side of Piscatoway River & on the South side of a Creek in the sd River called Cingamuxon Creeke begining at a bound Oake the bound tree of the land for<sup>m</sup>ly layde out for John Hatch & runninge East up the sd Creeke the length of one hundred & fifty pches to a bounded oake standinge in the Exterior lyne of the land formerly layde out for Thomas Allinson now in the po<sup>ss</sup>ion of Walter Pake bounding on the East by a line drawne south from the sd Oake One hundred & Sixty pches to a bounded Pokicory standinge neare the land formerly layde out for Jeremy Frost now in the po<sup>ss</sup>ion of [p. 175]

Liber E John Cane, on the South by a line drawne West from the ende of the former lyne, to the land of John Hatch aforeſd, on the West with the ſd land, on the North with the ſd Creeke & the first East lyne conteyninge & now laide out for One hundred & fifty acres more or lesse, with all & singular th<sup>e</sup> howses buildings pastures feedinges wayes woods underwood p<sup>r</sup>fitts co<sup>m</sup>odities & appurtenances the ſd p<sup>r</sup>misses or any p<sup>r</sup>te or p<sup>r</sup>cell thereof belonginge or in any wise apperteyninge To have & to hold the aforeſd Land & all & singul<sup>r</sup> the p<sup>r</sup>misses before granted bargained & Sold with their & e<sup>v</sup>y of their Rights members & appurtenances w<sup>t</sup>soe<sup>v</sup> unto the ſd John Helme his heires & as<sup>s</sup> forever from him the ſd John Munn his heires execut<sup>rs</sup> & adm<sup>rs</sup> And the ſd John Mun doth for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> Covenante p<sup>r</sup>mise & grante to & with the ſd John Helme his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> that the p<sup>r</sup>misses now are & forever after shall be continue free & cleare & freely and clearly acquitted exonerated & discharged of & from all & singular former & oth<sup>r</sup> bargaines Sales guifts grantes Leases rentes arrearages of Rent, rentcharges Mortgages Dowes Joyntures Clames demands & incumbrances whatsoe<sup>v</sup> ag<sup>st</sup> him them or any of them had done or Comitted or to be had done & comitted And the said John Mun for himselfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> the aforeſd p<sup>r</sup>cell of Land & all & singular oth<sup>r</sup> the p<sup>r</sup>misses before granted bargained & Sold w<sup>th</sup> the appurtenances unto th<sup>e</sup> ſd John Helme his heires & as<sup>s</sup> for ever ag<sup>st</sup> the ſd John Mun his heires execut<sup>rs</sup> & adm<sup>rs</sup> & against all & e<sup>v</sup>y of them lawfully claymeinge from by or under him or them or any of them shall & will warrant & forever defend by theise p<sup>r</sup>ntes And the ſd John Mun for him selfe his heires execut<sup>rs</sup> & adm<sup>rs</sup> doth Covenant p<sup>r</sup>mise & grante to & w<sup>th</sup> th<sup>e</sup> ſd John Helme his heires & as<sup>s</sup> & e<sup>v</sup>y of them shall & may by force & virtue of theise p<sup>r</sup>ntes lawfully peaceably & quietly have holde occupie posses & enjoy the ſd land & all & singul<sup>r</sup> th<sup>e</sup> p<sup>r</sup>misses before granted bargained & sold with their & e<sup>v</sup>y of their appurtenances rights & members And have & receive & take Rentes Ishus & p<sup>r</sup>fitts thereof to his & their owne p<sup>r</sup>per use & behoofe without any manner lett trouble Evic<sup>o</sup>n or interrup<sup>o</sup>n of or by the ſd John Mun his heires execut<sup>rs</sup> adm<sup>rs</sup> & as<sup>s</sup> or any of them the rents Sarvices which from henceforth from tyme to tyme & at all tymes for e<sup>v</sup> hereafter shall grow due & payable to the Cheife Lord or Lords of the Fee or Fees thereof, for or in respect for or in respect of their Seignoris or Seignories only excepted & foreprized In witnes hereof the p<sup>r</sup>ties aforeſd to theise Indentures interchangeably have putt th<sup>r</sup> hands & Seales the day & yeare first above written.


Signed Sealed & delivered  
in the p<sup>r</sup>nce of us

whose names are underwritten

Thomas Corker John Boyden

John Munn above men<sup>t</sup>ioned acknowledged the above Conveyance in open Court

Sign

John  Munns (lo<sup>c</sup>  
Sigit)

Ordred that Absolon Spicer doe remaine in the Service of M<sup>r</sup> Zachary Wade untill he Shall arrive to the age of one & twenty years Liber E  
[p. 176]

Francis Green on behalfe of his Brother Robert Green makes tender of a Ser<sup>v</sup>t named Edward Barnes unto W<sup>m</sup> Chandler who consents to Serve the s<sup>d</sup> Chandler from the date hereof untill the February the fourteenth next com foure yeares :

M<sup>r</sup> Zach Wade on the behalfe of Rich<sup>d</sup> Fowkes p<sup>r</sup>sents & Serv<sup>t</sup> named Nich<sup>s</sup> Crisp who is adjudged to Serve till :

James Munkister confessed a judg<sup>m</sup>t to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of five hundred twenty & seven p<sup>d</sup>s of to<sup>b</sup> w<sup>th</sup> cost taxed at 120<sup>th</sup>

Geo : Ostree confesst a judg<sup>m</sup>t to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of nine hundred & thirty pounds of to<sup>b</sup> w<sup>th</sup> costs taxed at 120 :

W<sup>m</sup> Rothwrell confest a judg<sup>m</sup>t to Mary Thomas for the Sum<sup>e</sup> of twelve hundred & eighteen p<sup>d</sup>s of to<sup>b</sup> :

Ralph Coates as Attorney to Cap<sup>t</sup> Hugh Oneal confest a judg<sup>m</sup>t to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of thirteen hundred & forty p<sup>d</sup>s of to<sup>b</sup> :

Ralph Coates likewise confest a judg<sup>m</sup>t to Benj<sup>a</sup> Rozer for the Sum<sup>e</sup> of Seventeen hundred twenty and three p<sup>d</sup>s of to<sup>b</sup> :

In a cause depending between William Roswell Plaintiff and Jn<sup>o</sup> Warder Def<sup>t</sup>, it be refer<sup>d</sup> from the last Court, The Plaintiff by his Attorney Sam : Cressy complains ag<sup>t</sup> the Def<sup>t</sup> for the Sum<sup>e</sup> of Seven hundred and Seven p<sup>d</sup>s of to<sup>b</sup> due by an ac<sup>t</sup> in Court produced, & the Def<sup>t</sup> Jn<sup>o</sup> Warder by his At<sup>t</sup> Henry Bonner appears appears to defend the Suit and pleades non assumpsit to the ac<sup>t</sup>, & of that he putts himself upon the Country, whereupon it was ordred that a Jury Should be impane<sup>d</sup> whose names are hereunder written :

Thomas Corker foreman – Rich<sup>d</sup> Beck George Godfrey Giles Cole W<sup>m</sup> Boyden Francis Thornton Edmond Lindsay Joseph Bulloit Jn<sup>o</sup> Lambert Jobe Corner Jn<sup>o</sup> Godshall Michell Minock

w<sup>ch</sup> Jury being all Sworne & heareing the Evidences examined brought in to the Court this ensueing virdict, That they found for the Def<sup>t</sup> w<sup>th</sup> cost & charges of Suite, as followes :

To At <sup>t</sup> fees.....	60
To 4 Evidences 2 dayes apeice.....	240
To his owne attendance.....	60
To the Jury.....	120
	<u>480</u>

w<sup>ch</sup> was allowed in open Court to the Def<sup>t</sup>.

Henry Barnes cofesseth judg<sup>m</sup>t to Charles Duell for the Sum<sup>e</sup> of fowre hundred twenty & three p<sup>d</sup>s of to<sup>b</sup> : w<sup>th</sup> cost taxed at 90<sup>th</sup> to<sup>b</sup> :

Stephen Sollois confesses a judg<sup>m</sup>t to Stephen Murty for the Sum<sup>e</sup> of fourteen hundred and twenty p<sup>d</sup>s of to<sup>b</sup> :

Liber E Jn<sup>o</sup> Lemaire confesses a judg<sup>m</sup>t to Thomas Hussy for the Sum<sup>e</sup> of [*canceled*] thousand poundes of to<sup>b</sup> w<sup>th</sup> costs as followes

To Att. fee.....	60
To attendance of one witness.....	30
	—
	90

[p. 177] In a cause depending between Rich<sup>d</sup> Ambrose Plaintiff and Thomas Russell Def<sup>t</sup> th<sup>e</sup> Plaintiff by his Attorney Jn<sup>o</sup> Jones complains ag<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> For th<sup>t</sup> the s<sup>d</sup> Thomas Russell refuseth to give a reasonable ac<sup>t</sup>t of to<sup>b</sup> rec<sup>d</sup> for th<sup>e</sup> use of the Plaintiff of Sundry p<sup>sons</sup>: ordred that th<sup>e</sup> Def<sup>t</sup> remaine in Sheriffs hands untill he give Sufficient Security for his appeareance the next Court.

In a cause depending between Benj<sup>a</sup> Rozer Plaintiff & Philip Lines Adm<sup>r</sup> of all th<sup>e</sup> goods & Chattells of James Lluellin late of Charles County de<sup>cd</sup>, Def<sup>t</sup>, the Plaintiff in his p<sup>p</sup> p<sup>son</sup> declares ag<sup>t</sup> the Def<sup>t</sup> for th<sup>e</sup> Sum<sup>e</sup> of two thousand poundes of to<sup>b</sup> due p<sup>a</sup> a bill of the s<sup>d</sup> James Lluellins & in Court p<sup>duced</sup> & proved by John Jones & Philip Gibbon ordred that judge<sup>m</sup>t be entred ag<sup>t</sup> th<sup>e</sup> Estate of the s<sup>d</sup> Lluellin for the s<sup>d</sup> Sum<sup>e</sup> of two thousand poundes of to<sup>b</sup>:

Rich<sup>d</sup> Beck confesseth a judg<sup>m</sup>t to Joseph Peirce for the Sum<sup>e</sup> of four hundred Seventy and three poundes of to<sup>b</sup>: w<sup>th</sup> cost taxed at 120<sup>th</sup> to<sup>b</sup>

In a cause depending between Joseph Peirce Plaintiff and Francis Kilborne Def<sup>t</sup> th<sup>e</sup> Plaintiff by his Attorney Jn<sup>o</sup> Jones declares ag<sup>s</sup>t the Def<sup>t</sup> for th<sup>e</sup> Sum<sup>e</sup> of thirteen hundred fifty and nine pounds of to<sup>b</sup> due by bill beareing date 30th of May 1672: & the Def<sup>t</sup> by his Attorney Samuell Cressy comes and defends the Suite & craves a non Suite for th<sup>t</sup> th<sup>e</sup> declara<sup>con</sup> and writt doe not agree w<sup>ch</sup> the Def<sup>t</sup> proved in Court whereupon its was ordred that a non Suite be entred ag<sup>t</sup> the Plaintiff w<sup>th</sup> costs of Suite & Def<sup>t</sup> p<sup>duced</sup> this followinge Bill of cost w<sup>ch</sup> was allowed by th<sup>e</sup> Com<sup>rs</sup>.

Imprimis To Attornys fees.....	60
To attendance at Court three dayes.....	90
	—
	150

Fra: Wine confesseth a judge<sup>m</sup>t to Francis Wine for the Sum<sup>e</sup> of foure hundred and thirty poundes of to<sup>b</sup>: and allso one hundred & fifty lb to<sup>b</sup>: and cost of Suite as followes:

To attendance 3 dayes at 30 p <sup>a</sup> diem.....	90
To Att <sup>i</sup> fees.....	60
	—
	150

Liber E

In a cause depending between Francis Wine Plaintiff and Francis Kylborne Def<sup>t</sup> the Plaintiff by his Attorney Sam Cressy declares ag<sup>t</sup> the Def<sup>t</sup> for that whereas Some tyme about the month of August Anno Dñi 1673 at the Instance and request of the s<sup>d</sup> Francis Kylborne th<sup>e</sup> s<sup>d</sup> Francis Wine did Sett up for him the s<sup>d</sup> Francis Kylborne foure tonne of to<sup>b</sup> hds: In considera<sup>o</sup>n whereof the s<sup>d</sup> Fra: Kilborne did assume on him Selfe & to the s<sup>d</sup> Francis Wine did faythfully promise the Sum<sup>e</sup> of foure hundred pounds of to<sup>b</sup>: yet Nevertheless the s<sup>d</sup> Francis Kilborne hath not p<sup>d</sup> the Same allthough often required to the great damage of him th<sup>e</sup> s<sup>d</sup> Wine, & therefore he brings his Suite:

And th<sup>e</sup> s<sup>d</sup> Francis Kilborne by his Attorney Jn<sup>o</sup> Jones comes and defends the Suite, & Sayes th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Wine ought not to have his ac<sup>o</sup>n ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Kilborne for that he did not assume in mann<sup>r</sup> & forme as is w<sup>th</sup>in expre<sup>s</sup>t in th<sup>e</sup> declara<sup>o</sup>n and putts himself upon the Countrey: And the s<sup>d</sup> Fra: Wine likewise whereupon it was ordred that a jury Should be impane<sup>l</sup>d whose names are here written

Tho Corker foreman Geo: Godfrey Joseph Bulloit Jobe Corner John Lambert John Godshall Mich<sup>l</sup> Minock Henry Barnes Jn<sup>o</sup> Boswell Cleborne Lomax Giles Cole Rich<sup>d</sup> Beck w<sup>ch</sup> Jury brought in this ensuing virdict, That they find for the Plaintiff w<sup>th</sup> cost as folowes; [p. 178]

To Attornys fees.....	60
To Francis Wines attendance 2 dayes at 30 <sup>th</sup> p <sup>o</sup> diem.....	60
To Lueis Foster two dayes.....	60
To Thomas Bull 2 dayes.....	60
To the Jury.....	120
	<hr/>
	360

w<sup>ch</sup> costs was allowed by the Court

In a cause depending between Jn<sup>o</sup> Peirce Plaintiff and Thomas Gibson Adm<sup>r</sup> to Thomas Cotton Def<sup>t</sup> refer<sup>d</sup> untill the next Court;

Whereas there was an attach<sup>m</sup>t formerly granted to Jacob Peterson ag<sup>t</sup> the Estate of Mich<sup>l</sup> Ashford & layd in the hands of Tobias Crayford: it is now ordred that Tobias Crayford give Security for his appeareance the next Court to prove the pay<sup>m</sup>t of that to<sup>b</sup> w<sup>ch</sup> was due to Michaell Ashford for Deborah his wife, otherwise to pay to Jacob Peterson one thousand poundes of to<sup>b</sup> w<sup>th</sup> costs

The attach<sup>m</sup>t that was formerly granted to Henry Adams ag<sup>t</sup> th<sup>e</sup> Estate of Michaell Ashford for th<sup>e</sup> Sum<sup>e</sup> of nine thousand pounds of to<sup>b</sup> is now allso continued: untill the next Court

In a cause depending between Jn<sup>o</sup> Lemaire Plaintiff and Jn<sup>o</sup> Kymbrow Def<sup>t</sup> a reference granted untill the next Court

**Liber E** In a cause depending between George Lodge Plaintiff and Kalome Maglouglin Def<sup>t</sup> the Def<sup>t</sup> by his Att<sup>y</sup> John Jones appeares to defend the Suite and proves in Court that there was noe cause of ac<sup>o</sup>n, whereupon the Court ordred that there Should be a non Suite entred ag<sup>t</sup> th<sup>e</sup> Plaintiff w<sup>th</sup> Costs as followes:

To a non Suite.....	50
To Attornyes fee.....	60

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110

In a cause depending between George Godfrey Plaintiff and Rich<sup>d</sup> Beck Def<sup>t</sup>, th<sup>e</sup> Plaintiff by his Attorney John Jones complains ag<sup>t</sup> the Def<sup>t</sup> For that the s<sup>d</sup> George Godfrey at the Speciall instance of him the s<sup>d</sup> Rich<sup>d</sup> did make and deliver two Se<sup>v</sup>all Coffins for th<sup>e</sup> desent buriall of the Father and Mother of him the s<sup>d</sup> Rich<sup>d</sup> at Se<sup>v</sup>all tymes at the price of two hundred and fifty poundes of to<sup>b</sup>: and also two payre of gloves to the value of Sixty poundes of to<sup>b</sup>: and a payre of Shoes to the value of twenty & five poundes of to<sup>b</sup> in all amounting to the Sum<sup>e</sup> of three hundred thirty & five poundes of to<sup>b</sup>: in considera<sup>o</sup>n whereof the Rich<sup>d</sup> did promise to pay the s<sup>d</sup> Se<sup>v</sup>all Sum<sup>e</sup>s of to<sup>b</sup>: notw<sup>th</sup>standing the s<sup>d</sup> Rich<sup>d</sup> his promise little regarding but fraudulently intending the s<sup>d</sup> George to deceive & deprive of the three hundred thirty and five p<sup>d</sup>s of to<sup>b</sup> though often thereunto required, hath refused and Still doth refuse to pay the Same to the s<sup>d</sup> Geo: to his damage five hundred poundes of to<sup>b</sup> whereupon he brings his Suite, & th<sup>e</sup> s<sup>d</sup> Geo: Proves his declara<sup>o</sup>n by the othes of Allexander Gallant and Ralph Coates whereupon it was ordred that judg<sup>mt</sup> Should be entred ag<sup>t</sup> the Def<sup>t</sup> w<sup>th</sup> costs as followes

To Attornys fees.....	o60
To attendance 3 dayes for th <sup>e</sup> P <sup>t</sup> f.....	90
To attendance Ralph Coates & Allexander Gallant	180

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330

In a cause depending between George Godfrey Plaintiff and Allexander Sennet Def<sup>t</sup> the Plaintiff by his Attorney Jn<sup>o</sup> Jones declares ag<sup>t</sup> th<sup>e</sup> Defendant for th<sup>t</sup> he by force and armes one young mare of the value of two thousand poundes of to<sup>b</sup> of the p<sup>p</sup> goods of him the s<sup>d</sup> George pastureing and Som tyme Since abideing in the woods he hath taken up and marked of his owne marke thereby endeavoureing to allter th<sup>e</sup> pro<sup>p</sup>ty w<sup>ch</sup> the s<sup>d</sup> George hath in the s<sup>d</sup> Mare contrary to the peace of the Right Ho<sup>n</sup>ble th<sup>e</sup> Lord Proprietary &c and to the damage of him the s<sup>d</sup> George three thousand poundes of to<sup>b</sup>, whereupon he brings his Suite

And the Allexander Sennett by Samuell Cressy his Attorney comes and defends the force and injury when &c and Sayes that he is not

guilty of the trespass as is expresst w̄thin the declaracon and of this he putts himself on the Country Liber E

And th<sup>e</sup> s̄d George Godfrey by his Attorney Jn<sup>o</sup> Jones Sayes and does averr that the s̄d Allexander is guilty of the above s̄d trespass, & allso puts himself on th<sup>e</sup> Countrey, whereupon its ordred that a jury be impaneſſd whose names are here underwritten

Foreman Thomas Corker: Giles Cole Mich<sup>l</sup> Minock Jn<sup>o</sup> Boswell Jn<sup>o</sup> Lambert Ralph Coates Jn<sup>o</sup> Godsall Joseph Bulloit Cleborne Lomax Rich<sup>d</sup> Beck Jobe Corner Allexander Smith

w̄ch Jury brought in this ensueing virdict, that they found for the Def<sup>t</sup> w̄th costs of Suite it being made appeare by Severall Sufficient witnesses that the s̄d Mare was Sold by the s̄d George Godfrey to Nich<sup>l</sup> Solby & by Solby to Alexander Sennett whose mare Shee now p̄ply is whereupon it was ordred th<sup>t</sup> Judge<sup>m</sup>t Should be entred a<sup>g</sup>t the Plaintiff w̄th costs underwritten:

To Attornys fee.....	060
To Allexand <sup>r</sup> Sennetts attendance 3 dayes.....	90
To W <sup>m</sup> Fayrcloth three dayes.....	90
To Kalome Maglouglin.....	90
To W <sup>m</sup> Taylor.....	90
To Jn <sup>o</sup> Wood.....	90
To Henry Barnes.....	90
To the Jury for theyre charge.....	120
	<hr/> 720

Upon peti<sup>ti</sup>on made to the Court by W<sup>m</sup> Sparke a lame man It was ordred that Jn<sup>o</sup> Lemaire receive him into his Custody and provided that the s̄d Lemaire doe make a p̄fect cure of his legg that then he bee p̄d two thousand poundes of to<sup>b</sup> out of the County Levy & in case the s̄d Sparke doe remaine Sound one whole yeare & th<sup>t</sup> Jn<sup>o</sup> Lemaire p<sup>r</sup>sent him So to th<sup>e</sup> Court then th<sup>e</sup> s̄d Lemaire to be p̄d one thousand poundes of to<sup>b</sup> more the next Yeare, and if it Shall Soe happen that the s̄d Sparke Should dye w̄thin halfe a yeare that then the s̄d Lemaire be p̄d one thousand poundes of to<sup>b</sup>: [p. 180]

Jn<sup>o</sup> Warder acknowledge himself to be indebted to the Right Ho<sup>n</sup>ble the Lord Proprietary in the full & just Sum<sup>e</sup> of two thousand p̄ds of to<sup>b</sup> to be levied of his goods and chattells upon condi<sup>ti</sup>on foſſ

The condi<sup>ti</sup>on of this recognizance is Such th<sup>t</sup> if the s̄d Jn<sup>o</sup> Warder Shall well abeare himself towards all his Lordshipps good people of this Province w̄thout co<sup>m</sup>itting any crime or offence a<sup>g</sup>t the lawes of this Province untill the next Court to be held for the Right Ho<sup>n</sup>ble the Lord Proprietary on the 11<sup>th</sup> of August next and Shall and there make his p̄sonall appeareance before his Lordshipps Justices at th<sup>e</sup> s̄d Court then this Recognizance be void otherwise to Stand in force &c.

The Court is adjornd untill the 11th day of August next

Liber E Thomas Jenkins his Marke of Cattle & hoggs (vizt) a cross on th<sup>e</sup> right eare & a hole in th<sup>e</sup> sd eare th<sup>e</sup> left eare slitt

Finis Thomas Jenkins allsoe Enters this Ensueinge Marke of Cattle & hoggs for his daughters Mary & Elizabeth Jenkins (vizt) a cross & a hole in th<sup>e</sup> right eare & cropt & on slitt in th<sup>e</sup> left eare, & all th<sup>e</sup> Cattle of that Marke is run joyntly betwixt them untill they either come to age or Marriage W<sup>ch</sup> shall first happen to be equally divided betwixt them

[p. 181] At a Court held in Charles County for the Right Hon<sup>bl</sup> the L<sup>d</sup> Proprietarie the 11<sup>th</sup> of August Anno Domini (1674)  
present

M <sup>r</sup> Henry Adames	M <sup>r</sup> John Bowles	} Co <sup>m</sup> missioners
M <sup>r</sup> Thomas Matthewes	M <sup>r</sup> Will <sup>m</sup> Barton	
M <sup>r</sup> John Stone	M <sup>r</sup> Robert Henley	
M <sup>r</sup> Zachariah Wade	M <sup>r</sup> John Duglas	

In pursuance of an act of Assembly for the makeing the high wayes passable for horse and foot over Zackiah swampe, within two miles of the mill: The Court nominates and appoints M<sup>r</sup> John Stone M<sup>r</sup> William Barton M<sup>r</sup> Rob<sup>t</sup> Henley and M<sup>r</sup> John Duglas, or any two of them to treat and agree with the Co<sup>m</sup>missioners of S<sup>t</sup> Maries County about haveing the same effected according to the afores<sup>d</sup> Act: And what is determined in the Case, the Court does allow of, and accordingly will take Care for the raising of tob<sup>b</sup> for the defrayeing the Charges thereof.

It is ordered by the Worshipfull the Co<sup>m</sup>missioners that this Followeing order be Recorded

At a Court held at Newtowne for the County of S<sup>t</sup> Maries on the first Tuesday in August Año (1674) present Co<sup>m</sup>missioners M<sup>r</sup> Thomas Dent M<sup>r</sup> John Jurdaine M<sup>r</sup> Benjamin Solley M<sup>r</sup> Richard Loyde M<sup>r</sup> Henry Hyde.

In pursuance of an act of Assembly for the makeing the high wayes passable for horse & foot over Zackiah swampe, within two miles of the mill: The Court nominates & appoints M<sup>r</sup> Benjamin Solley M<sup>r</sup> John Jurdaine M<sup>r</sup> Will<sup>m</sup> Roswell & Cap<sup>t</sup> Will<sup>m</sup> Boreman or any two of them to treat & agree w<sup>th</sup> the Co<sup>m</sup>missioners of Charles County about haveing the same effected according to the afores<sup>d</sup> act. What is determined in the Case, the Court does allow of, & accordingly will take care for the raising of Tobacco for the defrayeing the Charges thereof.

Thomas Gerrard presents a man servant named Will<sup>m</sup> Marsh adjudged to be Eightene yeares of age.

Robert Greene presents a maid servant named Margaret Moulton who is adjudg'd to be fourteene yeares of age.



Alexander White presents a man servant named John Booker Liber E who is adjudged to be Eightene yeares of age.

Matthew Hermon & Robert Castleton being bound to appeare at Court by M<sup>r</sup> Thomas Matthewes, and noe body appeareing to prosecute them is Cleared by Proclamation, It being ordered by the worshipfull Court that the s<sup>d</sup> Matthew Hermon & Rob<sup>t</sup> Castleton pay the Charges.

It is ordered by the Worshipfull the Co<sup>m</sup>missioners that William Taylor being found Culpable of stealeing a pair stockins from John Blackfans store have ten slaches upon the bare backe, but by his submission to the Court the worshipfull Co<sup>m</sup>missioners was pleased to remitt his punishment.

John Warder makeing his appearance, and noe person appeareing ag<sup>t</sup> him, is Cleared by proclamation.

John Woodird Assignes this followeing marke formerly Recorded for him, to Rob<sup>t</sup> Benson both for hogges & Cattles in the Right ear Cropt & two slitts.

James Munkister enters this following marke of Hoggs & Cattle the figure of three under both eares a hole in the Right & underkeeled in the left.

Peter Small his letter of Attourney to Henry Bonner

Know all men by these presents that I Peter Small of the City of London Chyrurgion doth hereby Constitute & appoint my Loveing Freind Henry Bonner of Charles County in the Province of Maryland Gentl<sup>m</sup> my true & Lawfull Attourney for mee & in my steade & to my only proper use & behoofe to sue for, implead, imprison, Condemn, & out of prison again to release & discharge all persons whatsoever endebted to mee the s<sup>d</sup> Peter Small afores<sup>d</sup> within this Province of Maryland: In Wittnesse whereof I have hereunto sett my hand & seale this fourteenth day of May Anno Do<sup>m</sup>i (1674).

Testes John Douglas

Pe<sup>t</sup> Small (sigillu:)

Rich<sup>d</sup> Ambrose

John Harrison his Letter of Attourney to Henry Bonner

Know all men by these presents that I John Harrison of hull in the County of Yorke in the kingdome of England Merchant & Marriner have made Assigned, ordained, Authorized, appointed & Deputed & in my place & steade by these presents have putt & Constituted my Loveing freind Henry Bonner of Charles County in the Province of Maryland Gentl<sup>m</sup> my true & Lawfull Attourney for mee, & in my steade & name, to & for my only prop<sup>r</sup> use & behoofe to demand, to sue for, Recover and receive of and from all persons whatsoever in the Province of Maryland & Virginia all such sume

Liber E or suñes of tobacco which remaine due to me the s<sup>d</sup> John Harrison :  
 Giveing & by these presents granting unto my s<sup>d</sup> Attourney my full  
 power, good right, & Lawfull Authority in the premises to sue,  
 arrest, Attach, declare, implead, Condemn & imprison, & out of  
 prison againe to deliver, or cause to be delivered & to give acquit-  
 tances & other Discharges in my name, for mee & in my name &  
 steade to make seale & deliver as my act & Deed, Attourney allsoe  
 or Attourneyes one or more under him to make or substitute, & the  
 same again at pleasure to revoke, & generally to doe, execute, per-  
 forme, fullfill & finish all and whatsoever else shall be needfull &  
 necessary to bee done in or about the premises in as Large & ample  
 manner & forme as if I were personally present ratifieing, Con-  
 firmeing & alloweing whatsoever my s<sup>d</sup> Attourney lawfully doe,  
 cause or procure to be done in the premises, by virtue of these  
 presents: In Wittnesse whereof I have hereunto sett my hand &  
 seale this ninth day of June in the xxxxi<sup>i</sup> yeare of the Dominion  
 of Caecilius Annoq; Doñi (1674) John Harrison (Sigillum)  
 Signed sealed & Delivered

in the presence of us

John Douglas

Rich<sup>d</sup> Ambrose

These two letters of Attourney was attested in open Court by M<sup>r</sup>  
 John Douglas one of his Lōps Cōmissioners.

Kelham Magloughlin enters this bill of sale for James Lindsey  
 Junior

Know all men by these presents that I William Fairecloath of  
 Charles County in the Province of Maryland planter for a value-  
 able Consideration in hand already rec<sup>d</sup> the receipt whereof I doe  
 hereby acknowledge, & freely acquit the same, doe bargaine & sell & by  
 these presents have bargained & sold unto James Lindsey Junior on  
 Red Cow being Cropt & slitt in & underkeel'd of the Right ear, &  
 underkeel'd & overkeel'd of the left ear, & a heifer of the same  
 marke, aged betweene two & three yeares, to have & to hold the  
 same Cow & heifer & their Increase for ever, & I the s<sup>d</sup> William  
 Fairecloath will warrant & defend the s<sup>d</sup> Cow & heifer & all their  
 future Increase from any person or persons any Claime or Claimes  
 whatsoever hereafter may or can Insue: & likewise I the s<sup>d</sup> Will<sup>m</sup>  
 Fairecloath will warrant & defend the s<sup>d</sup> Cow & heifer & all their  
 future Increase from mee my heires Exec<sup>rs</sup> Administ<sup>rs</sup> or Assignes  
 unto the s<sup>d</sup> James Lindsey junior to him his heires Exec<sup>rs</sup> Administ<sup>rs</sup>  
 or Assignes for ever as Wittnesse my hand & seale this twenty fifth  
 day of Aprill Anno Doñi (1674) William Fairecloath  
 Signed sealed & Delivered (Sigillum)

in the presence of us

John Helme

Elizabeth Lyndsey

Edmund Lyndsey Acknowledgeth this Ensueing Deed of sale for a tract of Land Called his Excellencies gift to Thomas Corker. Liber E

This Indenture made the Eleaventh day of Aug<sup>t</sup> in the yeare of our Ld, one thousand six hundred seaventy & foure Betweene Edmund Lyndsey of Charles County in the Province of Maryland planter of the one part, & Thomas Corker planter of the other part: Wittnesseth: that the s<sup>d</sup> Edmund Lindsey as Well for & in Consideration of the sume of twelve thousand pound of Tobaccoe & Caske to him in hand by the s<sup>d</sup> Thomas Corker paid the receipt whereof the said Edmund Lindsey doth hereby, & himselfe to bee therewith fully satisfied, Contented, & paid, & thereof, & therefrom, & of & from every part & parcell thereof doth acquit & discharge the s<sup>d</sup> Thomas Corker his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> by these presents, as allsoe for divers other good Causes & Consideracons him thereunto moveing Hath bargained, aliened, sold, enfeofed, Assigned & sett over, & by these presents doth fully clearely & absolutely bargain, aliene, sell, enfeofee, Assigne, & sett over unto the s<sup>d</sup> Thomas Corker his heires & Assignes for ever: All that parcell & tract of Land Called his Excellencies Gift, Begining at a bounded red oake a bound tree of M<sup>r</sup> Bartholomew Coates standing on the West side of Portobacco Creeke running thence North & by East seaventy five pearches to a bounded white oake, a bound tree of Coll: Early thence West & by North three hundred & twenty pearches to a bounded oake thence south & by West seaventy five pearches to a bounded oake, thence East & by South bounding upon M<sup>r</sup> Coates to the first bound tree: Containeing & Laid out for one hundred & fifty acres, be it more or lesse, Together with all & singular the houses, Gardens, Orchards, buildings, pastures, Feedings, Woods, underwoods, wayes, waters, watercourses, profitts, Comodities & appurtenances to the same premises, or any part or parcell thereof belonging, or in any wise appertaineing: and allsoe all the Right, Estate, title, interest, use, property, possession, reversion, Claime & demand of him the s<sup>d</sup> Edmund Lindsey of & in the same, Together with all Patents, Deeds, writtings, Evidences, manuscripts or papers touching or Concerning the same, or any part or parcell thereof, To Have & to Hold th<sup>e</sup> afores<sup>d</sup> parcell of Land, & all & singular other the premises before granted, bargained & sold w<sup>th</sup> their & every of their rights members & appurtenances whatsoever thereunto belonging unto the s<sup>d</sup> Thomas Corker his heires & Assignes for ever, And the s<sup>d</sup> Edmund Lindsey doth for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Covenant, promise & grant to & with the s<sup>d</sup> thomas Corker his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes that the premises now are & for ever hereafter shall bee & Continue free & cleare, & freely & Clearly acquitted, Exonerated & discharged of & from all & singular former & other bargaines, sales, Gifts, grants, Leases, rents, arreareages of rents, rentcharges, Mortgages, Jointures, Dowers, rights & titles of Dowers, Claimes, demands & Incumbrances what-

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Liber E soever by him, them or any of them formerly had, done, or Comitted, or to be had, done or Comitted And the s<sup>d</sup> Edmund Lyndsey for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular the other premises before granted, bargained & sold with the appurtenances unto the s<sup>d</sup> thomas Corker his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes forever against him the s<sup>d</sup> Edmund Lindsey his heires & Assignes & against all & every person or persons whatsoever lawfully Claimeing by from or under him, them or any of them & against all other persons whatsoever shall & will warrant & for ever defend by these presents, And the s<sup>d</sup> Edmund Lindsey for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant, promise, grant & agree to & with the s<sup>d</sup> Thomas Corker his heires & Assignes by these presents, that the s<sup>d</sup> Thomas Corker his heires & Assignes & every of them shall & may by force & vertue of these presents from time to time & at all times hereafter for ever lawfully, peaceably & quietly have, hold, use, occupy & enjoy all the s<sup>d</sup> Land, & all & singular other the premises before granted with their & every of their rights members & appurtenances: And have, receive, & take the rents, Issues & profitts thereof to his & their owne proper uses & behoofes, without any manner of Lett, trouble, Eviction or Interruption of or by the s<sup>d</sup> Edmund Lyndsey his heires Exec<sup>rs</sup>, Adm<sup>rs</sup> or Assignes or any of them, or of or by any other person or persons whatsoever, [the Lord Proprietaries rent (as it is mentioned & expressed in the Grant of the before mentioned Land) onely excepted & foreprized] And the s<sup>d</sup> Edmund Lindsey doth further Covenant & promise That hee the s<sup>d</sup> Edmund Lindsey his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall & will from time to time, & at all times hereafter, within the space of seaven yeares next ensuing the date hereof, upon the reasonable request, & at the cost & Charges in the Law onely of the s<sup>d</sup> Thomas Corker his heires Exec<sup>rs</sup>, Adm<sup>rs</sup> & Assignes make, seale, Convey & Deliver such further Assurance or Assurances for the before bargained premises (excepting only as before excepted) As th s<sup>d</sup> Thomas Corker his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any of them his their or any of their Consell learned in the law shall him the s<sup>d</sup> Edmund Lyndsey his heires Execut<sup>rs</sup> or Adm<sup>rs</sup> or any of them thereto require, In Wittness whereof the parties afores<sup>d</sup> to these Indentures Interchangeably have put their hands & seales the day & yeare first above written.

Signum

Signed sealed & delivered

Edmund X Lindsey

in the presence of us

(locus) sigilli

Railph Coates

Wiff Deane

Endorsed. Memorandū: that the day & yeare within written possession of the w<sup>th</sup>in menconed Land by livery & seizin w<sup>th</sup> turfe & twig was given by the within named Edmund Lindsey to the w<sup>th</sup>in named Thomas Corker.

In the presence of us [blank]

Ralph Coates acknowledgeth this ensuing Conveyance to Philip Lymes Liber E

This Indenture made this ninth day of Aug<sup>t</sup> in the 42<sup>d</sup> yeare of the Dominion of Caecilius absolute Ld & Proprietarie of the Province of Maryland & Avalon Ld Barron of Baltemore &c, Annoq Domini one thousand six hundred seaventy & foure: Betweene Railph Coates of Charles County in th<sup>e</sup> Province of Maryland planter of the one part, & Philip Lymes of the same County & Province Inholder of the other part wittnesseth as Followeth vizt That the s<sup>d</sup> Railph Coates as well for & in Considera<sup>o</sup>n of th<sup>e</sup> just quantity of eight thousand pounds of Tobacco to him in hand paid by the s<sup>d</sup> Philip Lymes, the receipt whereof the s<sup>d</sup> Railph Coates doth hereby acknowledge, & thereof & of every part & parcell thereof doth hereby absolutely & clearly exonerate acquit & discharge the s<sup>d</sup> Philip Limes his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes, by these presents give, grant, bargaine, aliene, sell, enfeoffee & Confirme unto him the s<sup>d</sup> Philip Lymes his heires & Assignes for ever, all that parcell of Land Called & Co<sup>m</sup>only knowne by the name of Rivers spring lieing on the East side of the fresh of Avon River formerly called Nangemy Creeke in Charles County, next adjoyneing to the Land of James Lindsey's westermost bounded tree being & Pokecory tree bounding on the west by a line drawne north for breadth one hundred & fifty pearches, to a marked Pokecory on the north by a line drawn East from the s<sup>d</sup> Pokecory for Length two hundred twenty & five pearches, on the East by a line drawn South for breadth on hundred & fifty pearches unto the land of James Lindsey on the west with the s<sup>d</sup> Land Containeing & now laid out for two hundred & fifty acres more or lesse, Together with all Rights, profitts & benefitts, thereunto belonging (Royall mines Excepted) To Have & to Hold the s<sup>d</sup> parcell of Land afore specified unto him the s<sup>d</sup> Lymes aforementioned his heires & Assignes for ever: And allsoe all Patents Deeds writings & Evidences whatsoever touching & concerning the same, & all & singular the bargained premises unto him the s<sup>d</sup> Philip Lymes his heires & Assignes for ever: And hee the s<sup>d</sup> Railph Coates for himselfe his heires Eec<sup>rs</sup> & Adm<sup>rs</sup> doe hereby Covenant & grant to & with the s<sup>d</sup> Philip Lymes his heires & Assignes; That hee the s<sup>d</sup> Railph Coates his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> parcell of Land & all other the bargained premises unto him the s<sup>d</sup> Philip Lymes his heires & Assignes against all persons whatsoever shall & will warrant & for ever after defend by these presents, the Rents & services hereafter to become due to the L<sup>d</sup> proprietarie for the same alwayes excepted & foreprized, & further that hee the s<sup>d</sup> Railph Coates his heires Execut<sup>rs</sup> & Adm<sup>rs</sup> shall & will from time to time & at all times hereafter dureing the space of seaven yeares at the reasonable request & at the proper Cost & Charge of him the s<sup>d</sup> Philip Limes in the Law his heires & Assignes, make, doe, Execute & suffer & Cause to be made, done, Executed & suffered, all & every such

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Liber E further, & other Act or Acts, thing or things, device or devices, assurance or assurances whatsoever Requisite in the premises, for the better Assureing & more sure makeing of the s<sup>d</sup> bargained premises, unto him the s<sup>d</sup> Philip Lymes his heires & Assignes for ever, be it by Inrolement of these presents, fine feoffement or other wayes, or by any other such lawfull wayes or meanes as by him the s<sup>d</sup> Philip Limes his heires or Assignes or his or their Councill Learned in the Law shall be reasonably devised, Advised or required, In Wittness whereof the parties to these Indentures have Interchangeably hereunto sett their hands & seales the day & yeare first above written.

Signed sealed & Delivered  
in th<sup>e</sup> presence of us whose  
names are here underwritten.

Ralph Coates  
(locus) sigilli

William Chandler  
William Deane

[p. 186] Thomas Baker acknowledgeth this parcell of Land menconed in the ensueing Conveyance to Samuell Cressey & his heires for ever.

This Indenture made the 11<sup>th</sup> of Aug<sup>t</sup> Anno Domī (1674) Betweene Thomas Baker of Charles County planter of the one part, & Samuell Cressey of the same County of the other party Wittneseth, that the s<sup>d</sup> Thomas Baker for & in Consideraçon of a Certain sume of Tobacco to him in hand paid before the Ensealinge & delivery hereof, & for severall other Causes him thereunto moveing: Hath Given, granted, aliened, bargained, sold, Assigned, transferred, enfeoffed & Confirmed, and by these presents doth give, grant, aliene, bargain, sell, Assigne, transferre, Enfeoffee & Confirme unto the s<sup>d</sup> Samuell Cressey his heires & Assignes for ever, All that part of a parcell of Land Called Marsh land which lieth on the Southermost side of a little Creeke, called Bakers Creeke, bounding on the south East with the mouth of the s<sup>d</sup> Creeke, & Running East three hundred & twenty pearches to a marked sauff, & from thence Running North till it come to a bounded white oake standing in a swamp at the head of the s<sup>d</sup> Bakers Creeke, & from the s<sup>d</sup> white oake bounding with the s<sup>d</sup> Creeke, as the Creeke ruñs, till it come to the mouth of the same, Containeing the value of one hundred acres, be the same more or less: Together with all houses, Edifices, buildings, Orchards, Gardens, & all & singular other the appurtenances or priviledges to the s<sup>d</sup> Land belonging, or in any manner of way apperteineing, Together with all Deeds, Writings, Evidences, thereto belonging or appertaineing, To have & to hold the s<sup>d</sup> Land & premises with their & every of their Rights, members & appurtenances to the s<sup>d</sup> Samuell Cressey his heires & Assignes to the sole & proper use and behoofe of the s<sup>d</sup> Samuell Cressey his heires & Assignes for ever, And the s<sup>d</sup> Samuell Cressey paying yearly the L<sup>d</sup> Proprietarie's rent for the same, to the s<sup>d</sup> Thomas Baker his heires or Assignes, or to such officer or officers as shall be impowred in the behalfe of the L<sup>d</sup> Proprietarie to receive the same, And the s<sup>d</sup>

Thomas Baker doth Covenant grant & agree for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> with the s<sup>d</sup> Samuell Cressey his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> that he the s<sup>d</sup> Samuell Cressey his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall & may from time to time & at all times hereafter quietly & peaceably have, hold, use, occupy, possess & enjoy all & singular th<sup>e</sup> premises hereby bargained & sold or intended to be bargained or sold without any lett, trouble, Eviction, Expulsion or Interruption had, made, or done, or to be made or done, by the s<sup>d</sup> thomas Baker his heires Exec<sup>rs</sup> or Adm<sup>rs</sup> or any of them, And the s<sup>d</sup> thomas Baker doth for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> further Covenant & agree, that hee the s<sup>d</sup> Thomas Baker his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> Land & premises with their rights, members & appurtenances hereby sold or intended to be sold to him the s<sup>d</sup> Samuell Cressey his heires & Assignes to the use above menconed against him the s<sup>d</sup> Thomas Baker his heires Execut<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any person or persons Claimeing by from or under them, or any of their, or by their or any of their Right, title, interest or procurement, shall & Will warrant & for ever defend by these presents, In Wittness whereof the parties abovenamed to these presents have interchangeably sett their hands & seales the day & yeare first above written.

Thomas T Baker (locus)

Signed sealed & Delivered his marke  
in presence of us

Edmund X Lindsey Thomas Allanson  
his marke

Thomas Allanson acknowledgeth this Ensueing Conveyance to [p. 187]  
Gerrard Browne.

This Indenture the eighth day of Aug<sup>t</sup> in the yeare of our Ld (1674) Betweene Thomas Allanson of Charles County Gentl<sup>m</sup> of the one party, & Gerrard Browne of th<sup>e</sup> County afores<sup>d</sup> planter of the other party, Wittnesseeth, That the afores<sup>d</sup> Thomas Allanson for severall good Causes & Consideracons him thereunto moveing, but more especially for & in Consideracon of a certaine sume of Tobacco to him in hand paid before the Ensealeing & Delivery hereof, the receipt whereof th<sup>e</sup> s<sup>d</sup> Thomas doth acknowledge, & himselfe therewith fully satisfied & Contented & of every part & parcell thereof doth clearely acquit Exonerate & discharge the s<sup>d</sup> Gerrard Browne his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & every of them by these presents for ever, Hath Given, granted, bargained, aliened, sold, Assigned, transferred, enfeoffed & Confirmed, & by these presents doth give, grant, bargain, aliene, sell, Assigne, transferre, enffeeffee & Confirme unto the s<sup>d</sup> Gerrard Browne his heires & Assignes for ever all that parcell of Land lieing Scituate, & being in Charles County on the south side of Mattawoman or S<sup>t</sup> Thomas Creeke in Christian Temple Mann<sup>r</sup>: Begining at a bounded oake the bound tree of Christian Temple Mann<sup>r</sup> ruñing south & by west three hundred pearches to a Spanish oake bounded with Six notches standing on the top of a

Liber E hill from thence west forty five pearches to a white oake bounded w<sup>th</sup> Six notches thence North & by East to a Chesnut oake standing by the Creeke side bounded w<sup>th</sup> Six notches thence w<sup>th</sup> the Creeke as the Creeke runs to the first bound tree, Conteyning & now laid out for on hundred acres, together with all houses, Edifices, Buildings, orchards, gardens, hawkings, huntings, Fishings, Fowlings & all & singular other the appurtenances, & priviledges whatsoever to the s<sup>d</sup> land belonging, or in any manner of way appertaineing: To have & to hold, the s<sup>d</sup> land & premises w<sup>th</sup> their & every of their rights, members, & appurtenances, before by these presents bargained & sold or hereby intended to be bargained & sold, to him the s<sup>d</sup> Gerrard Browne his heires & Assignes to his & their own proper use & behoofe forever, the s<sup>d</sup> Gerrard Browne his heires & Assignes paying yearly there for to the s<sup>d</sup> Thomas Allanson the sume of foure shillings sterling or the value thereof in vendible Comodities of the Countrey & on ear of Indian Corne acknowledged as holding the same of the s<sup>d</sup> Thomas Allanson of his Mann<sup>r</sup> of Christian Temple, And the s<sup>d</sup> Thomas Allanson for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant & agree to & w<sup>th</sup> the s<sup>d</sup> Gerrard Browne his heires & Assignes, that hee the s<sup>d</sup> Gerrard Browne his heires & Assignes shall & may from time to time & at all times hereafter have, hold, use, occupy possesse & enjoy the s<sup>d</sup> land & premises w<sup>th</sup> their & every of their rights, members & appurtenances & have, receive & take all the profitts & benefitts thereof to his or to their owne proper use & behoofe for ever, without any lett, trouble, Eviction or interruption of or by the s<sup>d</sup> Thomas Allanson his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> or of or by any other persons whatsoever, the Rents & services which shall hereafter grow due & payable to the Lord or Lords of the fee, only excepted & foreprized, And the s<sup>d</sup> Thomas Allanson doth for himselfe his heires Execut<sup>rs</sup> & Administ<sup>rs</sup> further Covenant & grant to & w<sup>th</sup> the s<sup>d</sup> Gerrard Browne his heires & Assignes that he the s<sup>d</sup> Thomas Allanson his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> the s<sup>d</sup> Land & all other the before bargained premises, w<sup>th</sup> their & every of their rights, members & appurtenances whatsoever to the s<sup>d</sup> Land belonging or in any manner of way appertaineing to him the s<sup>d</sup> Gerrard Browne his heires & Assignes to the use above mentioned as well against him the s<sup>d</sup> Thomas Allanson as against all other persons whatsoever, shall & will forever hereafter warrant & defend by these presents, In Wittness whereof the parties above named to these presents interchangeably have sett their hands & seals the day & yeare first above written.

Thomas Allanson

Signed sealed & delivered

(locus) sigilli

in presence of us

Samuell Cressey

his marke

Thomas T Baker



Kelham Magloughlin in open Court before the Worshipfull the<sup>e</sup> Liber E  
Comissioners doth clearely & absolutely acquit & discharge George  
Spicer of any service or services th<sup>t</sup> is due to him the s<sup>d</sup> Magloughlin  
from the s<sup>d</sup> Spicer.

M<sup>r</sup> Henry Adames Continues an Attachm<sup>t</sup> against the estate of  
Michael Ashford in the hands of M<sup>r</sup> Thomas Hussey.

The Court is adjourned till the 8<sup>th</sup> of Septemb<sup>r</sup> & it is ordered  
by the Worshipfull the Comissioners that all writts & proses stand  
in full force & power which writs are here Entred, vizt :

M<sup>r</sup> John Allen as Adm<sup>r</sup> to the goods & Chattles & Creditts }  
of of Nicholas Solsby deceased demands writts ag<sup>t</sup> }  
these severall persons,

George Taylor .....	Coroners retorne Cepi Corpus
Simon Stephens .....	Coroners ret...Cepi Corpus
Francis Thorneton .....	Coron <sup>rs</sup> ret....Cepi Corpus
Thomas Bryan .....	Coron <sup>rs</sup> ret non est inventus
Nicholas Beade .....	Coron <sup>rs</sup> ret non est inventus
Stephen Gough .....	Coron <sup>rs</sup> ret....Cepi Corpus
John Hartwell .....	Coron <sup>rs</sup> ret....Cepi Corpus
James Munkister .....	Coron <sup>rs</sup> ret....Cepi Corpus
Cornelius Makarnan .....	Coron <sup>rs</sup> ret non est inventus
John Faulkner .....	Coron <sup>rs</sup> ret non est inventus
Richard Owen .....	Coron <sup>rs</sup> ret....Cepi Corpus
William Taylor .....	Coron <sup>rs</sup> ret....Cepi Corpus
Jeremiah Dickison .....	Coron <sup>rs</sup> ret....Cepi Corpus
Gerrard Browne .....	Coron <sup>rs</sup> ret....Cepi Corpus
Garrett Sinnett .....	Coron <sup>rs</sup> ret ...Concordantur
John Box .....	Coron <sup>rs</sup> ret ...Concordantur
Richard Beck as Adm <sup>r</sup> to the goods & Chattles of Elizabeth Emanson dec <sup>d</sup>	} Coron <sup>rs</sup> ret....Cepi Corpus

John Jourdain demands a writt ag<sup>t</sup>

Rob<sup>t</sup> Doyne .....

sh ret .....Concordantur

Ditto Jourdain demands a writt ag<sup>t</sup>

Rob<sup>t</sup> Letherland .....

sh ret.....Cepi Corpus

John Courte demands a writt ag<sup>t</sup> John

Hartwell .....

sh ret.....Cepi Corpus

Francis Kilburne demands a writt ag<sup>t</sup>

Will<sup>m</sup> Measure .....

sh ret.....Cepi Corpus

Will<sup>m</sup> Hayward demands a writt ag<sup>t</sup>

Solomon Ratte .....

sh ret non est inventus

Edmund Lindsey demands a writt ag<sup>t</sup>

Thomas Allanson .....

sh ret : Cepi Corpus

Thomas Alcock demands a writt ag<sup>t</sup>

John Watters .....

sh ret non est inventus

- Liber E** William Boyden demands a writt ag<sup>t</sup>  
 Francis Goodrick ..... sh ret Cepi Corpus  
 John Wood demands a writt ag<sup>t</sup> Ham-  
 ond Norton ..... } sh ret: Cepi Corpus  
 Ditto Wood.....ag<sup>t</sup> Ditto Norton }  
 William Gwither demands a writt ag<sup>t</sup>  
 Richard Neuett ..... sh ret non est inventus  
 Cap<sup>t</sup> William Boreman demands a  
 writt ag<sup>t</sup> Thomas Howell..... sh ret non est inventus  
 M<sup>r</sup> John Allen demands a writt ag<sup>t</sup>  
 Marke Lamton ..... Coron<sup>rs</sup> ret Concordantur  
 Ditto Allen demands a writt ag<sup>t</sup>  
 Thomas Tickrell ..... Coron<sup>rs</sup> ret Concordantur  
 Ditto Allen demands a writt ag<sup>t</sup> Raiph  
 Rawlins ..... Coroners ret non est inventus  
**[p. 189]** Henry Pratt demands a Writt ag<sup>t</sup> John  
 Whiteing ..... sh ret. Cepi Corpus  
 Rob<sup>t</sup> Middleton demands a Writt ag<sup>t</sup>  
 Jacob Leah ..... sh ret Concordantur  
 Henry Barnes demands a Writt ag<sup>t</sup>  
 Thomas Witters ..... sh ret Cepi Corpus  
 Will<sup>m</sup> Brookes demands a writt ag<sup>t</sup>  
 Rich<sup>d</sup> Neuett ..... sh ret non est inventus  
 Will<sup>m</sup> Tillyard demands a writt ag<sup>t</sup>  
 John Upshire ..... sh: ret Cepi Corpus  
 Writts taken out against Septemb<sup>r</sup> Court (1674)  
 Richard Fooke demands a writt ag<sup>t</sup>  
 Edward Appleby ..... sh ret non est inventus  
 Thomas Alcocke demands a writt ag<sup>t</sup>  
 John Watters ..... sh ret Cepi Corpus  
 Robert Doynes demands a Writt ag<sup>t</sup>  
 Michael Judd ..... sh ret non est inventus  
 John Hartwell demands a Writt ag<sup>t</sup>  
 William Taylor ..... sh rett Cepi Corpus  
 John Hartwell demands a Writt ag<sup>t</sup>  
 Edward Rookerd ..... sh ret non est invent  
 Francis Kilburne adm<sup>r</sup> as marrying  
 the Relict of Daniell Johnson de-  
 ceased demands a writt ag<sup>t</sup> Thomas  
 Harguesse ..... } sh ret non est inventus  
 Alexander Sinnett demands a writt ag<sup>t</sup>  
 James Munkister ..... sh ret non est invent  
 William Gwither demands a writt ag<sup>t</sup>  
 Rich<sup>d</sup> Neuett ..... Sh ret non est inventus  
 John Allen demands a writt ag<sup>t</sup> Raiph  
 Rawlins ..... Coron<sup>rs</sup> ret non est inventus

John Allen as Adm <sup>r</sup> to the goods Chattles & Creditts of Nicholas Solby deceas'd demands a writt ag <sup>t</sup> ag <sup>t</sup> Nicholas beade & ag <sup>t</sup> Thomas Bryan .....	} Coron <sup>rs</sup> ret Cepi Corpus Cor <sup>rs</sup> ret non est inventus	Liber E
Phillip Limes demands a writt ag <sup>t</sup>		
Peter Long ..... S <sup>n</sup> ret Concordantur		
James Walker demands a writt ag <sup>t</sup>		
Sam <sup>ll</sup> Dobson ..... s <sup>n</sup> ret tardi venit		
Charles Gregory demands a writt ag <sup>t</sup>		(*)
Rich <sup>d</sup> Neuett ..... s <sup>n</sup> ret tardi venit		
William Hayward demands a writ ag <sup>t</sup>		
Solomon Ratte ..... s <sup>n</sup> ret tardi venit		
John Allen as Adm <sup>rs</sup> to the goods & Chattles & Creditts of Nicholas Solby deceased demands a writt ag <sup>t</sup> Cornelius Makarnan ..... Cor <sup>rs</sup> ret Concordantur & ag <sup>t</sup> John Faulkner ..... mortuus est		
Philip Lymes demands a writt ag <sup>t</sup>		
Nathaniel stanton ..... Concordantur		

At a Court held in Charles County for the Right Honorable th<sup>e</sup> Lord  
Proprietarie on the eighth day of Septemb<sup>r</sup> Anno Do<sup>ni</sup> (1674) Liber F  
[p. 1]  
present

Mr Henry Adams } Mr John Stone } Mr Zachary Wade } Mr John Bowles }	Mr Ignatius Causeene } Mr Robert Henley } Mr John Douglas } Mr William Barton } Mr Thomas Hussey }	} Comissioners
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Richard Fowke presents a maid servant named Margaret Loftas  
who is adjudged to be nineteene yeares of age

John Wright presents a man servant named James Jackson who is  
adjudged to bee nineteene yeares of age

Mr Benjamin Rozer acknowledgeth this Ensueing Conveyance in  
open Court to Richard Becke for a tract of Land called S<sup>t</sup> Elizabeths

This Indenture made the Eighth day of Septemb<sup>r</sup> in the xliii yeare  
of th<sup>e</sup> Dominion of Caecilius absolute Lord & Proprietarie of th<sup>e</sup>  
Province of Maryland &c: Annoq<sup>ue</sup> Do<sup>ni</sup> one thousand six hundred  
seaventy & foure Between Benjamin Rozer of Charles County  
M<sup>ch</sup><sup>t</sup> of the on part, & Richard Becke of the same County planter  
of the other part, Wittnesseeth, That th<sup>e</sup> s<sup>d</sup> Benjamin Rozer for & in  
Considera<sup>con</sup> of the sume of twelve thousand pounds of Tobacco to  
him in hand by th<sup>e</sup> s<sup>d</sup> Richard Becke p<sup>d</sup> the receipt whereof he th<sup>e</sup>  
s<sup>d</sup> Benjamin Rozer doth hereby acknowledge, & himselfe therewith

\* The entries for Walker, Gregory, and Hayward were cancelled by the clerk.

Liber F fully satisfied & p<sup>d</sup> & thereof & of every part & parcell thereof doth clearly acquit exonerate & discharge th<sup>e</sup> s<sup>d</sup> Richard Becke his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & by these presents hath given granted, aliened, bargained, sold, enfeofed & Confirmed: And by these presents doth fully, clearly & absolutely (from himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup>) give, grant, aliene, bargaine, sell, enfeoffe & Confirme unto the s<sup>d</sup> Rich<sup>d</sup> Becke his heires & Assignes for ever all that parcell of tract of Land Called (S<sup>t</sup> Elizabeths) lieing scituate & being in Charles County afores<sup>d</sup> on th<sup>e</sup> East side of Piscataway River in a bay of th<sup>e</sup> s<sup>d</sup> River Called S<sup>t</sup> Thomas Bay, Begining at a bounded Oake standeing on the North side & ruñeing South east into th<sup>e</sup> woods for the length of three hundred & twenty pearches to a bounded Oake, bounding on th<sup>e</sup> East with a line drawn North East from th<sup>e</sup> s<sup>d</sup> Oake for th<sup>e</sup> length of three hundred pearches to a bounded Oake, on the north with a line drawn northwest from the end of th<sup>e</sup> former line to a bounded Oake standing by th<sup>e</sup> water side neare to a point th<sup>t</sup> maketh th<sup>e</sup> mouth of another inlet at the end of S<sup>t</sup> Thomas's bay, Called S<sup>t</sup> Josephs Creeke on the east with th<sup>e</sup> s<sup>d</sup> Creeke & bay on th<sup>e</sup> south with th<sup>e</sup> s<sup>d</sup> South East line Conteineing & laid out for six hundred acres together with all & singular its Rights, members, jurisdictions & appurtenances whatsoever to the same belonging or in any wise appertaineinge, To have & to Hold th<sup>e</sup> s<sup>d</sup> parcell of land & all & singular other th<sup>e</sup> premises hereby granted, bargained & sold with their & every of their Rights, members & appurtenances whatsoever unto the s<sup>d</sup> Rich<sup>d</sup> Becke his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> Benjamin Rozer for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> the s<sup>d</sup> parcell of land & all & singular other th<sup>e</sup> premises before granted, bargained & sold with th<sup>e</sup> appurtenances unto the s<sup>d</sup> Rich<sup>d</sup> Becke & to the only proper use & behoofe of th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Becke his heires & Assignes

[p. 2] for ever against him th<sup>e</sup> s<sup>d</sup> Benjamin Rozer his heires Execut<sup>rs</sup> & Adm<sup>rs</sup> & every of them shall & will warrant & for ever defend by these presents, And th<sup>e</sup> s<sup>d</sup> Benjamin Rozer for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant, grant, promise & agree to & with th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Becke his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes & every of them by these presents in manner & forme followeing, th<sup>t</sup> is to say th<sup>e</sup> s<sup>d</sup> Richard Becke his heires & Assignes shall be free & cleare & freely & clearly acquitted, exonerated & discharged or otherwise from time to time well & sufficiently saved & kept harmlesse by th<sup>e</sup> s<sup>d</sup> Benjamin Rozer his heires Exec<sup>rs</sup> or Adm<sup>rs</sup> of & from all other & former gifts, grants, bargaines, sales, leases, mortgages, joyntures, Dowers, titles of Dowers, Recognizances, extents, judgments, Executions, rents & arrearages of Rents, forfeitures, fines & all other titles, troubles, Charges, demands & Incumbrances whatsoever had, made, comitted, suffered, omitted or done by th<sup>e</sup> s<sup>d</sup> Benjamin Rozer his heires or Assignes or any, or either of them, The Rents which from henceforth from time to time for or in respect of th<sup>e</sup> premises which shall grow due & payable to the cheife

Lord of th<sup>e</sup> Signiorie only excepted & foreprized, And further th<sup>e</sup> s<sup>d</sup> Benjamin Rozer for himselfe his heires Exec<sup>rs</sup> shall & will from time to time & at all times for & dureing th<sup>e</sup> space of seaven yeares next ensueing th<sup>e</sup> date of these presents at & upon th<sup>e</sup> reasonable request, & at th<sup>e</sup> cost & charges in th<sup>e</sup> law of the s<sup>d</sup> Rich<sup>d</sup> Becke his heires or Assignes make, doe, performe, acknowledge execute & suffer, all & every such further lawfull & reasonable act & acts, thing & things, assurance & assurances in th<sup>e</sup> law whatsoever for the farther better & more perfect assurance & Conveyinge of all & singular th<sup>e</sup> before hereby granted premises with th<sup>e</sup> rights, members & appurtenances unto th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Becke his heires & Assignes for ever, In wittnesse whereof th<sup>e</sup> parties above mentōned to these Indentures have interchangeably sett their hands & seales th<sup>e</sup> day & yeare first above written.

Benjamin Rozer

(locus) sigilli

Signed sealed & delivered

in th<sup>e</sup> presence of

John Jones

William Boyden

Richard Fowke acknowledgeth this Ensueinge Conveyance to Daniell Smith of St Maries County

This Indenture made the sixth day of August in th<sup>e</sup> yeare of our Lord on thousand six hundred seaventy & foure Betwixt Richard Fowke of Charles County Gentl<sup>m</sup> of th<sup>e</sup> on part & Daniell Smith of the County of St Maries Carpenter of th<sup>e</sup> other part, & both in th<sup>e</sup> province of Maryland, Wittnesseeth, that th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke as well for & in Consideration of the sume of two thousand five hundred pounds of Tobacco & Caske to him in hand paid by th<sup>e</sup> s<sup>d</sup> Daniell Smith, th<sup>e</sup> Receipt whereof th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke doth hereby acknowledge, & himselfe to be therewith fully satisfied & paid, & thereof & therefrom & of & from every part & parcell thereof doth acquit & discharge th<sup>e</sup> s<sup>d</sup> Daniell Smith his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> by these presents, As allsoe for divers other good Causes & Considera<sup>o</sup>ns him thereunto moveing, Hath bargained, sold, aliened, enfeoffed, Assigned & sett over, And by these presents doth fully, clearly & absolutely bargaine, sell, aliene, enfeoffee, Assigne & sett over unto him the s<sup>d</sup> Daniell Smith his heires & Assignes for ever, all that parcell or tract of Land called (Lions hole) scituate & being in Charles County afores<sup>d</sup> Beginning at a bounded white oake standing in th<sup>e</sup> south east line of th<sup>e</sup> afores<sup>d</sup> Rich<sup>d</sup> Fowke's Land calld (vaine all) ru<sup>n</sup>ing south east for length on hundred & sixty pearches th<sup>e</sup> oake being th<sup>e</sup> bound tree of Zachariah Wade, thence East & north east for breadth on hundred pearches to a bounded white oake thence Northwest on hundred & sixty pearches to an oake thence untill it comes to th<sup>e</sup> first tree Conteineing on hundred acres more or lesse, with all & singular th<sup>e</sup> houses, buildings, pastures, feedings, woods, underwoods, wayes, watercourses, profits, Comodities

[p. 3]

Liber F & appurtenances to th<sup>e</sup> s<sup>d</sup> premises or any part or parcell thereof belonging or in any wayes appertaineing, And allsoe all th<sup>e</sup> Rights, Estate, title, interest, use, property, possession, Reversion, Claime & demand of him th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke of & in th<sup>e</sup> same together with all deeds, writings, Evidences, Manuscripts or papers touching or Concerning th<sup>e</sup> same, or any part or parcell thereof, To have & to hold the afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises before granted, bargained & sould with their & every of their rights, members & appurtenances whatsoever unto the s<sup>d</sup> Daniell Smith his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke for himselfe his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes Covenant, promise & grant to & with the s<sup>d</sup> Daniell Smith his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes th<sup>t</sup> th<sup>e</sup> premises now are, & for ever hereafter shall be & Continue free & cleare & freely & clearly acquitted, exonerated & discharged of & from all & singular other bargaines, sales, gifts, grants, leases, rents, arreareages of rents, rent Charges, morgages, Joyntures, Dowers, right & title of Dowers, Claimes, demands & Incumbrances whatsoever by him, them or any of them formerly had, done, or Comitted, or to be had done or Comitted, And th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises before granted, bargained & sold with th<sup>e</sup> appurtenances unto th<sup>e</sup> s<sup>d</sup> Daniell Smith his heires & Assignes for ever against him th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke his heires & assignes & against all & every person & persons whatsoever lawfully claimeing by from or under him them or any of them, & against all other persons whatsoever shall & will warrant & for ever defend by these presents, And th<sup>e</sup> afores<sup>d</sup> Rich<sup>d</sup> Fowke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant promise & agree to & with th<sup>e</sup> s<sup>d</sup> Daniell Smith his heires & Assignes by these presents, that th<sup>e</sup> s<sup>d</sup> Daniell Smith his heires & Assignes & every of them shall & may by force & vertue of these presents from time to time & at all times for ever hereafter Lawfully peaceably & quietly have, hold, use, occuppy, possesse & enjoy the s<sup>d</sup> Land & all & singular th<sup>e</sup> before granted premises with their & every of their rights, members & appurtenances, & have receive & take th<sup>e</sup> rents issues & profitts to his & their owne proper uses & behoofes without any manner of Lett, trouble, Eviction or interruption of or by th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any of them or of or by any other person or persons whatsoever, the rents & services which from henceforth from time to time for or in respect of the first mentioned premises hereby sould, shall grow due or payable to the Cheife Ld or Lds of the Fee or Fees thereof, for or in respect of their Signiory or Signiories, And th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> Fowke doth further Covenant & promise th<sup>t</sup> hee th<sup>e</sup> s<sup>d</sup> Rich<sup>d</sup> his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall & will from time to time & at all times hereafter within th<sup>e</sup> space of seaven yeares next ensuing th<sup>e</sup> date hereof, upon the reasonable request & at the Cost & Charges in th<sup>e</sup> law onely of the s<sup>d</sup> Daniell Smith his heires Exec<sup>rs</sup>

Adm<sup>rs</sup> or Assignes make, seale, Convey & Deliver such further Liber F  
 assurance for the before bargained premises, as the s<sup>d</sup> Daniell Smith  
 his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any of them his their or  
 any of their Councell Learned in th<sup>e</sup> law, shall him th<sup>e</sup> s<sup>d</sup> Fowke his  
 heires Exec<sup>rs</sup> or Adm<sup>rs</sup> or any of them thereto require, In Wittnesse  
 whereof the parties afores<sup>d</sup> to these Indentures interchangeably have  
 putt their hands & seales th<sup>e</sup> day & yeare above written

Signed sealed & Delivered	Richard Fowke	(locus) sigilli
in th <sup>e</sup> presence of us	Daniell Smith	(locus) sigilli
Zachary Wade		
Ignatius Causin		

Mr Henry Bonner & Elizabeth his wife acknowledgeth this follow-  
 ing deed of gift to her naturall borne sons John Taylor & Thomas  
 Taylor

This Indenture made th<sup>e</sup> first day of September, In th<sup>e</sup> three &  
 fortieth yeare of th<sup>e</sup> Dominion of Caecilius absolute Lord & Pro-  
 prietarie of th<sup>e</sup> Province of Maryland & Avalon Lord Baron of  
 Baltemore &c: Between Henry Bonner of Charles County in th<sup>e</sup> s<sup>d</sup>  
 Province of Maryland Gentl<sup>m</sup> & Elizabeth his wife of th<sup>e</sup> on parte, &  
 John Taylor & Thomas Taylor naturall sons of th<sup>e</sup> s<sup>d</sup> Elizabeth of  
 the other parte, witnesseth, That hee th<sup>e</sup> s<sup>d</sup> Henry Bonner & Elizabeth  
 his wife for & in Considera<sup>o</sup>n of their naturall love & affection, &  
 other good Causes & Considera<sup>o</sup>ns them hereunto moveing: Have  
 given, granted & Confirmed & by these presents doe give, grant &  
 Confirme unto th<sup>e</sup> s<sup>d</sup> John Taylor & Thomas Taylor their heires &  
 assignes for ever, All that parcell of Land formerly surveyed for  
 John Taylor father of th<sup>e</sup> aforemen<sup>t</sup>oned John Taylor & Thomas  
 Taylor & granted by Patent unto the abovemen<sup>t</sup>oned Elizabeth Tay-  
 lor as Relict of th<sup>e</sup> s<sup>d</sup> John Taylor (th<sup>e</sup> father,) from th<sup>e</sup> Right  
 Honorable Caecilius absolute Lord & Proprietarie of Maryland  
 afores<sup>d</sup> under th<sup>e</sup> great seale of th<sup>e</sup> s<sup>d</sup> Province of Maryland th<sup>e</sup> on  
 & twentieth day of August in th<sup>e</sup> seaven & twentieth yeare of th<sup>e</sup>  
 Dominion of th<sup>e</sup> s<sup>d</sup> Caecilius over th<sup>e</sup> s<sup>d</sup> Province Annoq<sup>ue</sup> Do<sup>mini</sup>  
 (1658) witnessed by Josias Fendall Esquire then Leiftenant of  
 th<sup>e</sup> s<sup>d</sup> Province, & by him signed, Lyeing on th<sup>e</sup> north side of a  
 Creeke in a Potomacke River Called Petits Creeke, Begining at a  
 markt white oake standing at a bite of th<sup>e</sup> s<sup>d</sup> Creeke called Taylors  
 bite ru<sup>n</sup>ing west north west from th<sup>e</sup> s<sup>d</sup> oake by th<sup>e</sup> Creeke side for  
 th<sup>e</sup> Length of on hundred forty & foure pearches to a markt oake  
 standing at th<sup>e</sup> mouth of a branch called Weekes Branch bounding  
 on th<sup>e</sup> west with a line drawn north into the woods for th<sup>e</sup> Length  
 of foure hundred pearches to a marked Oake on th<sup>e</sup> north with th<sup>e</sup>  
 Land of Rich<sup>d</sup> Smith, on th<sup>e</sup> East & south with th<sup>e</sup> s<sup>d</sup> Petits Creeke  
 Conteing foure hundred & fifty acres more or lesse: Together  
 with all proffits Rights & benefitts thereunto belonging as by th<sup>e</sup>

Liber F s<sup>d</sup> Patent it doth & may more at large appeare: To Have & to Hold th<sup>e</sup> abovementioned premises hereby given, granted & Confirmed with all & singular its Rights members & appurtenances And all houses, Edifices, & buildings, Orchards, Gardens, yards, yard lands, tenements feedings pastures, woods, underwoods, & hogs range whatsoever unto th<sup>e</sup> s<sup>d</sup> Land belonging or appertaineinge, And allsoe all deeds, Evidences, writings, Charters, Patents, Conveyances, Minuments & Escripts whatsoever touching or concerning th<sup>e</sup> Premises  
 [p. 5] or any part thereof, unto the s<sup>d</sup> John Taylor & Thomas Taylor their heires & Assignes for ever, To th<sup>e</sup> proper use & behoofe of th<sup>e</sup> s<sup>d</sup> John Taylor & Thomas Taylor their heires & Assignes for ever, Payinge yearely unto th<sup>e</sup> Lord or Lords of th<sup>e</sup> fee or fees th<sup>e</sup> sume of Nine shillings sterlinge as by th<sup>e</sup> s<sup>d</sup> Pattent is appointed reserved or provided to be paide by th<sup>e</sup> s<sup>d</sup> Elizabeth, And th<sup>e</sup> s<sup>d</sup> Henry Bonner & Elizabeth his wife for themselves joyntly & severally, & for their & every of their respective joynte & severall heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & every of them th<sup>e</sup> s<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises here before given, granted & Confirmed with their & every of their appurtenances unto th<sup>e</sup> s<sup>d</sup> John Taylor & Thomas Taylor their heires & Assignes, & to th<sup>e</sup> proper use & behoofe of them the s<sup>d</sup> John Taylor & Thomas Taylor their heires & Assignes for ever against them th<sup>e</sup> s<sup>d</sup> Henry Bonner & Elizabeth his wife & every of them their & every of their respective heires & Assignes, And all & every other person or persons whatsoever Claymeinge or to Claime for from by or under them either of them their any or either of their heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall & will warrant & for ever defend by these presents, The Rents & services which from henceforth from time to time & at all times for & in respect of th<sup>e</sup> premises shall grow due & payable to the Cheife Lord or Lords of the fee or fees of th<sup>e</sup> premises allwayes excepted & foreprized, In Wittnesse whereof th<sup>e</sup> s<sup>d</sup> Henry Bonner & Elizabeth his wife have hereunto sett their hands & seales th<sup>e</sup> s<sup>d</sup> first day of September Annoq; Domini 1674

Signed sealed & Delivered

Henry Bonner (locus) sigilli

in th<sup>e</sup> presence of us

Elizabeth Bonner (locus) sigilli

Robert Doyne

Matthew Stone

Joseph Bullot

In a Cause depending between John Allen as Adm<sup>r</sup> to the goods & Chattles & Creditts of Nicholas Solby deceased plaintiffe, & George Taylor defendant, in a plea of trespass on th<sup>e</sup> case: The plaintiffe by his Attorney Samuell Cressey Complaineth ag<sup>t</sup> th<sup>e</sup> s<sup>d</sup> George, for that whereas th<sup>e</sup> s<sup>d</sup> Nicholas at th<sup>e</sup> speciall instance & request of him th<sup>e</sup> s<sup>d</sup> George did on th<sup>e</sup> 10<sup>th</sup> day of May in th<sup>e</sup> yeare of our Lord 1670 & at divers dayes & times since till th<sup>e</sup> 16 day of August in th<sup>e</sup> same yeare administer unto th<sup>e</sup> wife of him th<sup>e</sup> s<sup>d</sup> George



divers & sundry parcells & potions of Physicke in all amounting to the sume of foure hundred eighty nine pounds of Tobacco, as by a particular account here in Court produced more plainly may appeare, In Considera<sup>o</sup>n whereof the s<sup>d</sup> George did then assume on himselfe, & to the s<sup>d</sup> Nicholas did faithfully promise, th<sup>t</sup> hee the s<sup>d</sup> George unto the s<sup>d</sup> Nicholas when thereunto required the s<sup>d</sup> sume of 489<sup>th</sup> of Tobacco, although often thereunto required hath not satisfied neither to the s<sup>d</sup> Nicholas in his life time, nor to the s<sup>d</sup> John to whom Administration of all & singular the goods Chattles & Creditts of the s<sup>d</sup> Nicholas were Comitted since his death, whereupon the s<sup>d</sup> John sayth hee is damnified & hath lost to the value of six hundred pounds of Tobacco & thereupon hee bringeth his Suite: Liber F

The defendant George Taylor in his own proper person comes & defends the suite, & pleading an act of Assembly Intituled an act of Limitation for sundry Causes, It is ordered by the worshipfull the Court th<sup>t</sup> the defendant George Taylor have a nonsuite against the plaintiffe John Allen as Adm<sup>r</sup> to the goods Chattles & Creditts of Nicholas Solby with cost of suite noe bill of Cost entered

In a Cause depending Between John Allen as Adm<sup>r</sup> to the goods Chattles & Creditts of Nicholas Solby plaintiffe, & Stephen Gough Defendant, M<sup>r</sup> Gough being not present himselfe, it ordered th<sup>t</sup> the action be referred till the next Court. [p. 6]

M<sup>r</sup> Allen being sick it is ordered th<sup>t</sup> all his other actions be referred till the next Court.

In a Cause Depending between John Court plaintiffe on the behalfe of the Lord Proprietarie & himselfe & John Hartwell Defendant

Bee it well remembred that the 11<sup>th</sup> day of August in the 43<sup>d</sup> yeare of the Dominion of Caecilius &c over this Province Annoq<sup>ue</sup> Domini 1674 Comes here in Court John Courts planter, & exhibited here in Court his Certaine Information against John Hartwell of this County, the tenour of which information followeth in these words To the Worshipfull the Justices of Charles County,

Bee it well remembred that John Courte planter who as well for the Lord Proprietarie as for himselfe in this Behalfe Comes here in Court the 11<sup>th</sup> day of August in the yeare afores<sup>d</sup> by his Attorney Samuel Cressey, who as well for the Lord Proprietarie as for himselfe, giveth here to be Informed that whereas by a Certaine act made at a generall Assembly held at S<sup>t</sup> Maries on the 7<sup>th</sup> day of March Anno Domini (1671) it was then Enacted that noe person should Entertaine a servant being run away from his Masters service on night under paine of the Penalty in the s<sup>d</sup> Act generally expressed, Notwithstanding which the s<sup>d</sup> John Hartwell the Acts made by the Authority afores<sup>d</sup> not regarding nor the Penalty of the same at all fearing, at Portobacco in the County afores<sup>d</sup> did (to wit) on the

Liber F 30<sup>th</sup> day of May in th<sup>e</sup> yeare afores<sup>d</sup> Entertaine on servant of th<sup>e</sup> s<sup>d</sup> John Courtes & there keepe him dureing th<sup>e</sup> time of foure dayes, & again on th<sup>e</sup> third day of June did Entertaine th<sup>e</sup> servant afores<sup>d</sup> named Cornelius Peterson & keepe him at worke on th<sup>e</sup> s<sup>d</sup> John Hartwell his planta<sup>con</sup> from th<sup>e</sup> s<sup>d</sup> third day of June till th<sup>e</sup> eighth day of th<sup>e</sup> same Moneth Contrary to th<sup>e</sup> Act of Assembly aforemen<sup>con</sup>ed, Whereupon th<sup>e</sup> s<sup>d</sup> John Court prayeth due proceedings in Law against th<sup>e</sup> s<sup>d</sup> John Hartwell to be made in this behalfe to Answer th<sup>e</sup> s<sup>d</sup> Lord Proprietarie & th<sup>e</sup> plaintiffe in th<sup>e</sup> premises according to th<sup>e</sup> forme & effect of th<sup>e</sup> s<sup>d</sup> Law, And first to doe & receive what th<sup>e</sup> s<sup>d</sup> Court of th<sup>e</sup> Lord proprietarie shall Consider of him in this behalfe.

And th<sup>e</sup> s<sup>d</sup> John Hartwell (by John Jones) his Attorney) Comes & defends th<sup>e</sup> force & Injury &c: & sayth hee is not guilty in such manner and forme as is within exprest.

James Keech sworne & examined in open Court sayth that M<sup>r</sup> Henry Warrens Overseer Came & told him th<sup>t</sup> a boy of theirs was at M<sup>r</sup> Hartwells, & this Deponent sayth hee went for him, & when hee came hee was fetching of water, & further this Deponent sayth th<sup>t</sup> Alexander Lowrie told him that they kept him at worke for feare hee should runaway, & further this Deponent sayth that M<sup>s</sup> Hartwell asked him whether John Courte would sell th<sup>e</sup> boy or not, & further sayth not

Cornelius Peterson sworne & examined in open Court on the behalfe of the Ld Proprietarie, sayth that on Saturday night M<sup>r</sup> Harwells man brought mee from th<sup>e</sup> race house, & told mee that his m<sup>r</sup> would buy mee, & when I came there M<sup>r</sup> Hartwell sayd hee would keep mee till munday to see whether I could worke or not, & on Munday I went to worke with th<sup>e</sup> people, & on twesday I went to M<sup>r</sup> Warrens quart<sup>r</sup> to grind howes & further sayth not

Whereas it was judged by th<sup>e</sup> Worshipfull th<sup>e</sup> Co<sup>m</sup>ission<sup>rs</sup> of th<sup>e</sup> Court th<sup>t</sup> John Harwell did entertaine a servant of John Courte's three dayes by name Cornelius Peterson, according to an act of Assembly in th<sup>t</sup> case provided, It is ordered by th<sup>e</sup> Worshipfull th<sup>e</sup> Co<sup>m</sup>ission<sup>rs</sup> th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> John Hartwell pay five hundred pounds of tobaccoe p day th<sup>e</sup> on halfe to th<sup>e</sup> Lord Proprietarie & the other halfe to th<sup>e</sup> owner of th<sup>e</sup> servant, with Cost of suite

The Court is adjourned for an houre

[p. 7] The Court sits againe present Co<sup>m</sup>ission<sup>rs</sup> as before

It is ordered th<sup>t</sup> there be a reference in a Cause depending between Francis Kilburne plaintiffe & Will<sup>m</sup> Measure Defendant till th<sup>e</sup> next Court.

In a Cause depending between Edmund Lindsey plaintiffe & Thomas Allanson Defendant Thomas Allanson was attached to Answer to Edmund Lindsey of a plea of trespass upon th<sup>e</sup> Case,

Whereof th<sup>e</sup> s<sup>d</sup> Edmund (by John Jones his Atturney) com- Liber F  
plaines, whereas hee in th<sup>e</sup> moneth of June (1672) was possessed  
of a Certaine mare of his proper goods, & soe being thereof possesst,  
th<sup>e</sup> s<sup>d</sup> mare out of his hands & possession Causually lost, which mare  
afterwards into th<sup>e</sup> hands of th<sup>e</sup> s<sup>d</sup> Thomas came, who well knew  
the s<sup>d</sup> mare to be th<sup>e</sup> proper goods of him th<sup>e</sup> s<sup>d</sup> Edmund, & to th<sup>e</sup>  
s<sup>d</sup> Edmund of right to belong & appertaine, fraudulently intending  
th<sup>e</sup> s<sup>d</sup> Edmund in that behalfe to deceive, th<sup>e</sup> s<sup>d</sup> mare though often  
required, hath not delivered but th<sup>e</sup> mare afores<sup>d</sup> to his own prop<sup>r</sup>  
use & profit, & her encrease allsoe hath Converted & disposed to th<sup>e</sup>  
losse of him th<sup>e</sup> s<sup>d</sup> Edmund, three thousand pounds of tobaccoe, &  
thereof bringes his suite

And th<sup>e</sup> s<sup>d</sup> Thomas Allanson comes in his own proper person &  
defends th<sup>e</sup> force & injury & sayth hee is not gilty & deteines not th<sup>e</sup>  
s<sup>d</sup> mare of Edmund Lindsey

John Munnes sworne & examined in open Court sayth hee see  
William Nevill deliver this mare to Edmund Lindsey which is now in  
th<sup>e</sup> possession of Thomas Allanson, & further this Deponent sayth  
John Watters Caused Edward Knight to marke a mare for him, &  
further sayth not

James Smallwood sworne & examined in open Court sayth that  
hee was imployed by Edmund Lindsey to goe with into the woods &  
when they came to Chekimoxon to John Watters house, his wife  
told them her husband had gott up two mares, & hee had marked  
Edmunds instead of his own, & th<sup>t</sup> Edmund should have his instead  
of his own which was five hundred pounds of Tobaccoe better worth,  
which is th<sup>e</sup> mare now in th<sup>e</sup> possession of Thomas Allanson & further  
sayth not

After examination of th<sup>e</sup> Wittnesses th<sup>e</sup> Worshipfull th<sup>e</sup> Court  
Was pleased to put it upon th<sup>e</sup> Countrey, a Jury being impanelled,  
viz John Wright Foreman, Raiph Shaw Robert Castleton, Henry  
Barnes, Robert Clarke, James Keech, Henry Hardy, Richard Dodd,  
Joseph Bulloit, William Harguesse, Philip Browne, George Taylor,  
Which jury brought in this ensueing verdict, Wee finde for th<sup>e</sup>  
plaintiffe with cost of suite

Which bill of cost is here Entr<sup>d</sup>.

	lb tobaccoe
To Atturneys Fees.....	200
To th <sup>e</sup> Jury.....	120
To Edmund Lindseyes attendance 2 C <sup>rts</sup> two dayes at 30 p d: .....	060
John Munns Edward Price & James Smallwood to Come- inge & goeing & attendance two Courts two dayes apeece at 30 <sup>th</sup> p day .....	360
	<hr/>
Sume	740

**Liber F** In a Cause depending between John Hartwell plaintiffe & William Taylor Defend<sup>t</sup> William Taylor was Attached to Answer to John Hartwell of a plea th<sup>t</sup> hee rend<sup>r</sup> unto him eight hundred pounds of Tobaccoe & Caske which hee unjustly deteineth

And th<sup>e</sup> s<sup>d</sup> John Hartwell (by his Attorney John Jones) sayth that whereas th<sup>e</sup> s<sup>d</sup> William Taylor by his certaine Writting obligatory under his hand & seale, dated th<sup>e</sup> 27<sup>th</sup> day of June (1674) is held & firmly bound unto him the s<sup>d</sup> John his certaine Attorney [p. 8] execut<sup>rs</sup> Adm<sup>rs</sup> & Assignes in th<sup>e</sup> sume of eight hundred pounds of tobaccoe & Caske to be paid upon demand at some Convenient landing at Portobaccoe Creeke in th<sup>e</sup> County aboves<sup>d</sup> which s<sup>d</sup> writting is here ready to be produced in Court, And whereas th<sup>e</sup> s<sup>d</sup> John hath often demanded th<sup>e</sup> s<sup>d</sup> sume of 800<sup>lb</sup> tobaccoe & Caske of him th<sup>e</sup> s<sup>d</sup> William, hee th<sup>e</sup> s<sup>d</sup> William hath & doth neglect to pay th<sup>e</sup> same according to the tenour of th<sup>e</sup> s<sup>d</sup> Writtinge, Whereupon hee sayth hee is damnified & hath losse twelve hundred pounds of tobaccoe, And brings his suite &c.

Whereupon th<sup>e</sup> plaintiffe produces this followeing bill

Know all men by these presents th<sup>t</sup> I William Taylor of Charles County in th<sup>e</sup> Province of Maryland planter am holden & firmly bound unto John Hartwell of th<sup>e</sup> County & Province afores<sup>d</sup> Merchant taylor or to his certaine Attorney his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes th<sup>e</sup> full & just sume of Eight hundred pounds of good sound Merchantable leafe tobaccoe & Caske to be paid upon demand at some Convenient Landing place at Portobaccoe Creeke in th<sup>e</sup> County & Province afores<sup>d</sup> for which paym<sup>t</sup> well & truely to be made I bind myselfe my heires Exec<sup>rs</sup> Adm<sup>rs</sup> firmly by these presents as Wittnesse my hand & seale this 27 day of June (1674)  
Signed sealed & delivered  
in th<sup>e</sup> presence of

his marke

Will<sup>m</sup> T Taylor

John Clements: Alexander Lowrie

Whereupon th<sup>e</sup> Worshipfull th<sup>e</sup> Comission<sup>rs</sup> ordered a judgement against th<sup>e</sup> s<sup>d</sup> William Taylor defend<sup>t</sup> for th<sup>e</sup> s<sup>d</sup> sume of Eight hundred pounds of tobacco with Cost of suite to th<sup>e</sup> s<sup>d</sup> John Hartwell plaintiffe

Bill of costs Entred.

To Attorneys Fees.....	200 <sup>lb</sup> tobaccoe
To John Hartwell Attend <sup>ce</sup> 1 day.....	030
to John Clements & Alexa <sup>d</sup> Lowrie each on day....	060

Sume 290

In a Cause depending between William Boyden plaintiffe & Francis Goodricke Def<sup>t</sup>

And whereupon th<sup>e</sup> s<sup>d</sup> William (by John Jones his Attorney) sayth, That hee sometime in th<sup>e</sup> moneth of Feb: 1673) delivered

to th<sup>e</sup> afores<sup>d</sup> Francis Chattles (th<sup>t</sup> is to say) two Cowes bigge with Calfe to th<sup>e</sup> value of two thousand pounds of tobaccoe at th<sup>e</sup> plantation of M<sup>r</sup> Benjamin Rozer called th<sup>e</sup> Indian Feilds, conditionally that hee th<sup>e</sup> s<sup>d</sup> Francis should & would deliver unto him th<sup>e</sup> s<sup>d</sup> William two other Cowes (in exchange for th<sup>e</sup> s<sup>d</sup> Cowes) at Mattawoman when hee should be thereunto required, & th<sup>t</sup> they should be such Cowes as hee th<sup>e</sup> s<sup>d</sup> William should well like of, or deliver backe th<sup>e</sup> s<sup>d</sup> Cowes with calves of th<sup>e</sup> s<sup>d</sup> William: But hee th<sup>e</sup> s<sup>d</sup> Francis (though often required) hath not delivered th<sup>e</sup> s<sup>d</sup> Cowes in exchange, nor rendred backe unto th<sup>e</sup> s<sup>d</sup> William th<sup>e</sup> Cowes which hee soe received of him, but to render & redeliver doth deny & unjustly deteines, Whereupon hee sayth hee is damnified & hath damage to th<sup>e</sup> value of two thousand pounds of tobacco And thereupon hee brings his suite

Liber F

The Defendant Francis Goodricke by Geo: Thompson his Attorney says th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Francis Goodricke is in noe way Gilty of th<sup>e</sup> afores<sup>d</sup> transgression & of this hee putts himselfe upon th<sup>e</sup> Countrey

Matthew Saunders sworne & examined in open Court as on th<sup>e</sup> behalfe of th<sup>e</sup> Defendant, (sayth) sayth th<sup>t</sup> about sometimes in Fe<sup>b</sup> as Francis Goodrick & hee on a sunday came from Church they called at William Boydens at M<sup>r</sup> Rozers Indian Feilds, Francis Goodricke told him hee had two Cowes at Mattawoman, & ask<sup>t</sup> William Boyden if hee were willing to change with him, & soe William Boyden went & shewed him on Cow in th<sup>e</sup> Corn feild & told him th<sup>t</sup> th<sup>e</sup> other was on th<sup>e</sup> hill by Philip Brownes, & on th<sup>e</sup> munday Francis Goodricke came & Compleated th<sup>e</sup> bargain, And William Boyden tooke his as dellivered & Francis Goodricke his as delivered, & William Boyden desired him to take his away as soon as hee could & further sayth not

[p. 9]

Andrew Wheatley aged about 22 yeares sworne & examined in open Court sayth there was a Couple of Cowes at Mattawoman went under th<sup>e</sup> notion of Francis Goodrickes, & they s<sup>d</sup> th<sup>t</sup> Francis Goodricke & William Boyden had chang'd & on of them was swampt after Christmas & William Boyden s<sup>d</sup> if hee pleased hee could turn these Cowes into th<sup>e</sup> hands of Francis Goodricke again, but hee would not shew himselfe such a knave & at th<sup>e</sup> opening of th<sup>e</sup> yeare William Boyden desired th<sup>e</sup> other to be putt into th<sup>e</sup> pasture & further sayth not

A jury being impanelled & sworne & th<sup>e</sup> Wittnesses examined, th<sup>e</sup> plaintiffe William Boyden lett th<sup>e</sup> suite fall, & th<sup>e</sup> Defendant Francis Goodricke obtained a nonsuite ag<sup>t</sup> th<sup>e</sup> plaintiffe with cost of suite

Bill of cost entr<sup>d</sup>

To Attorneys Fees.....	200 <sup>th</sup> to <sup>b</sup>
To 2 Evidences.....	060
To a nonsuite.....	050

Liber F In a matter of Difference depending in Court Between Thomas Alcocke pl<sup>t</sup> & John Watters Defendant in a difference of Land, It is ordered by th<sup>e</sup> Worship<sup>f</sup> th<sup>e</sup> Com<sup>is</sup>sioners th<sup>t</sup> a jury of th<sup>e</sup> neighbourhood of Mattawoman be impanelled to see th<sup>e</sup> Land run out by M<sup>r</sup> Rich<sup>d</sup> Edelen surveyor both parties being present, & to make return of their proceedings at th<sup>e</sup> next Court

In a cause depending betweene John Peirce p<sup>l</sup>t & Thomas Gibson Adm<sup>r</sup> of all th<sup>e</sup> goods & Chattles of William Cotton Dec<sup>d</sup> Defend<sup>t</sup> the p<sup>l</sup>t John peirce misnameing th<sup>e</sup> s<sup>d</sup> Will<sup>m</sup> Cotton It is ordered by th<sup>e</sup> Worshipfull th<sup>e</sup> Court th<sup>t</sup> th<sup>e</sup> suite fall

M<sup>r</sup> Henry Adames Continues his Attachm<sup>t</sup> against th<sup>e</sup> estate of Michael Ashford in th<sup>e</sup> hands of M<sup>r</sup> Thomas Hussey

Jacob Peterson Continues his Attachm<sup>t</sup> against th<sup>e</sup> estate of Michaell Ashford in th<sup>e</sup> hands of Tobias Crawford

M<sup>r</sup> John Jones was sworne an Attorney of this Court by th<sup>e</sup> Worshipfull th<sup>e</sup> com<sup>is</sup>sion<sup>rs</sup> of th<sup>e</sup> said Court

M<sup>r</sup> Henry Bonner likewise was sworne an Attorney of this Court by th<sup>e</sup> worshipfull th<sup>e</sup> Com<sup>is</sup>sion<sup>rs</sup> of th<sup>e</sup> s<sup>d</sup> Court.

The Court is adjourneyed till th<sup>e</sup> tenth day of Novemb<sup>r</sup>

[p. 10] At a Court held in Charles County for th<sup>e</sup> Right Hon<sup>bl</sup> th<sup>e</sup> Ld Proprietary on th<sup>e</sup> sixth day of Octob<sup>r</sup> 1674)

present

M <sup>r</sup> Henry Adams	} Com <sup>is</sup> sion <sup>rs</sup>
M <sup>r</sup> Thomas Matthewes	
M <sup>r</sup> John Bowles	
M <sup>r</sup> Ignatius Causine	
M <sup>r</sup> Robert Henly	}
M <sup>r</sup> John Duglas	
M <sup>r</sup> William Barton	
M <sup>r</sup> Thomas Hussey	

Charles County D <sup>r</sup>	lb to <sup>ls</sup>
To one Wolves head to John Clarke.....	0200
To M <sup>r</sup> William Barton three wolves heads.....	0600
To James Smallwood on wolves head.....	0200
To Thomas Theodericke on wolves head.....	0200
To William Chandler on wolves head.....	0200
To Capt <sup>n</sup> Luke Gardner three wolves heads.....	0600
To Thomas Shuttleworth on wolves head.....	0200
To Sam <sup>l</sup> Barrett on wolves head.....	0200
To M <sup>r</sup> Wade two wolves heads.....	0400
To M <sup>r</sup> John Allen two wolves heads.....	0400
To M <sup>r</sup> Thomas Stone on wolves heads.....	0200
To th <sup>e</sup> Burgesses expenses at Vanswearingens.....	2508
To M <sup>r</sup> Henry Adams upon M <sup>r</sup> Rob <sup>t</sup> Ridgeley's acc <sup>t</sup> .....	0600

To th <sup>e</sup> accomodation of M <sup>r</sup> Causin's horse att Sims.....	0315	Liber F
To two hands & a boat for th <sup>e</sup> Carrying th <sup>e</sup> burgesses down & up from S <sup>t</sup> Maries, to M <sup>r</sup> Henry Adams for on hand 600 <sup>lb</sup> tob & to M <sup>r</sup> John Bowles to on hand & a boat 1200 <sup>lb</sup> tob.....in all 1800 <sup>lb</sup> tob.....	1800	
To M <sup>r</sup> Ignatius Causine to three inquisitions.....	0750	
To Mary Wilson.....	0800	
To Daniell Browne.....	0800	
To M <sup>r</sup> John Cage for 15 <sup>th</sup> weekes diet to Jo <sup>n</sup> Shaftmutt....	0300	
To th <sup>e</sup> Chancellor for a Coppy of th <sup>e</sup> Laws.....	2000	
To M <sup>r</sup> John Allen for th <sup>e</sup> Comission <sup>rs</sup> & th <sup>e</sup> grand juries expençe .....	5155	
To Rob <sup>t</sup> Tote for th <sup>e</sup> Comission <sup>rs</sup> expenses.....	0100	
To Cap <sup>tn</sup> William Boreman for makeing th <sup>e</sup> bridge.....	7500	
To M <sup>r</sup> John Allen for a Court house & prison.....	20000	
To M <sup>r</sup> Benj <sup>a</sup> Rozer sheriffe for sallery.....	4603	

Sume 50631

¶ Contra Creditor

To 783 taxable persons at an 105<sup>lb</sup> tob p pole is 50631<sup>lb</sup> tob

Thomas Lomax enters his marke of Hogges & Chattle (viz) a flower of deluce on th<sup>e</sup> Right ear & on th<sup>e</sup> left ear a Crop & a hole w<sup>th</sup> two slitts in th<sup>e</sup> underside of th<sup>e</sup> ear, his cattle being branded with this marke on th<sup>e</sup> Right buttocke, & horses on th<sup>e</sup> left buttocke **T**

John Posie enters this following branded for horses & Cattle th<sup>e</sup> figure of three on th<sup>e</sup> neare buttocke **3**

Jn<sup>o</sup> Posey his marke of horses & mares besides his brand marke under keeled on both eares

James Hay enters his marke of Hoggs & Cattle (viz) Cropt & underkeeld on th<sup>e</sup> Right ear, & underkeeled & a hole in th<sup>e</sup> left ear.

William Ward enters this marke of hogges & Cattle (viz) swallow forked in th<sup>e</sup> Right ear, & a slitt in th<sup>e</sup> left eare

Seabright th<sup>e</sup> son of Seabright Maycocke died th<sup>e</sup> fifth day of Septemb<sup>r</sup> Anno Doñi (1674)

Writs taken out by severall persons ag<sup>st</sup> th<sup>e</sup> next Court returnable [p. 11]  
on th<sup>e</sup> tenth day of Novemb<sup>r</sup> 1674 by M<sup>r</sup> Benj<sup>a</sup> Rozer sh<sup>r</sup>

Stephen Murty demands a writt ag<sup>st</sup> Jame

Munkister .....	sh <sup>r</sup> re <sup>t</sup> Cepi Corpus
Ditto Murty versus Thomas Warner.....	sh <sup>r</sup> ret non est inventus
Ditto Murty versus Robert Letherland...	sh <sup>r</sup> ret non est inventus
Ditto Murty versus William Faircloth & John Allen as Adm <sup>r</sup> to th <sup>e</sup> goods & Chat- tles of Nich <sup>i</sup> Solby de <sup>c</sup> .....	sh <sup>r</sup> ret Concordantur

<b>Liber F</b>	Matthias OBryan versus David Thomas...	sñ reī Cepi Corpus
	John Hartwell versus Edward Rookerd...	sñ ret Cepi Corpus
	Ditto Hartwell versus Andrew Wheatley & John Wheatley.....	sñ ret non est inventus A Cepi Corpus
	Ditto Hartwell versus Ditto wheatleye's...	sñ ret non est inventus A Cepi Corpus
	Ditto Hartwell versus Ditto Wheatleys...	sñ ret non est inventus A Cepi Corpus
	Philip Limes versus Francis Furniss.....	sñ ret Cepi Corpus
	Humphrey Warren versus Edward Hamond	sñ ret non est inventus
	William Hayward versus Solomon Ratte..	sñ ret Concordantur
	Hugh Thomas versus William Whittington	sñ ret Concordantur
	John Grubb versus Charles Gregory.....	sñ ret Cepi Corpus
	John Mould versus Michael Judd.....	sñ ret non est inventus
	John Munnes versus Cuthbert Musgrove..	sñ ret Cepi Corpus
	Thomas Corker versus Adam Robinson...	sñ ret non est inventus
	John Allen as Adm <sup>r</sup> of th <sup>e</sup> goods & Chattles of John Hitchinson deē versus Gerrard Browne who married th <sup>e</sup> Relict of Wil- liam Allen deē.....	} sñ ret Cepi Corpus
	John Hartwell versus Peter Long.....	
	Thomas Yeabsley Exec <sup>r</sup> of th <sup>e</sup> Last Will & testament of Amos Short deē versus Thomas Warner .....	} sñ ret non est inventus
	Samuell Cressey versus Ditto Warner....	
	Henry Bonner versus Ditto Warner.....	sñ ret non est inventus
	Richard Dod versus Robert Tote.....	sñ ret Cepi Corpus
	Philip Limes versus John Calliway.....	sñ ret non est inventus
	Ditto Limes versus Joseph Calley.....	sñ ret non est inventus
	Ditto Limes versus John Biswicke.....	sñ ret non est inventus
	Adam Robinson versus Thomas Bradley...	sñ ret Cepi Corpus
	William Taylor versus Alexander Sinnett..	sñ ret non est inventus
	John Blackfan versus Andrew Wheatley...	sñ ret Cepi Corpus
	John Wood versus Thomas Witter.....	sñ ret Cepi Corpus
	Ditto Wood versus Hamond Norton.....	sñ ret non est inventus
	Ditto Wood versus Ditto Norton.....	sñ ret non est inventus
	Samuell Snead versus John Oliver.....	sñ ret Cepi Corpus
	Edward Maddocke versus Thomas Warner	sñ ret non est inventus
	Benjamin Rozer versus John Allen as Adm <sup>r</sup> of all & singular th <sup>e</sup> goods & Chattles of Nich Solby deē.....	} sñ ret Cepi Corpus
	Thomas Clarke versus William Potter....	
	Henry Bedford versus Thomas Warner...	sñ ret non est inventus
	John Allen versus Joseph Horton.....	sñ ret non est inventus
	Ditto Allen versus Ditto Horton.....	sñ ret non est inventus
	William Harris versus Francis Furniss....	sñ ret Cepi Corpus



William Boyden versus Ditto Furniss.....	sñ ret Cepi Corpus	Liber F
Ditto Boyden versus Francis Thorneton...	sñ ret non est inventus	
Philip Limes versus Matthew Booes.....	sñ ret non est inventus	[p. 12]
Lidia Solley Administratrix of Benjamin Solley deē versus Henry Randall.....	} sñ ret non est inventus	
Robert Tote versus James Cox.....	sñ ret Cepi Corpus	
Ditto Tote versus John Weilding.....	sñ ret Cepi Corpus	
John Long versus Ditto Weilding.....	sñ ret non est inventus	
Archbald Waughhob versus Rober Castleton	sñ ret Cepi Corpus	
Anne Fowke versus Hamond Norton.....	sñ ret non est inventus	
Cuthbert Musgrove & Dorothy his wife verss John Muns.....	sñ ret Cepi Corpus	

Know all men by these presents that I Marmaduke Semmes of th<sup>e</sup> County of St<sup>t</sup> Maries Inholder for divers good Causes & Considerations hereunto moveing have made & Constituted & ordaind & appointed & doe by these presents make & Constitute & order & appointe my truely & well beloved freind Thomas Witter of Charles County planter my true & lawfull Attorney for mee & in my name to aske, demand, sue for, recover & receive all & every such debts & Ingagements whatsoever is are or may appeare to be due & made appeare properly belonging unto Marmaduke Semmes afores<sup>d</sup> upon any account from any person or persons now belonging, giveing & granting by these presents full power & Authority to my Attorney to act in th<sup>e</sup> premises, & the said debts & dues to be demanded & received, & upon refusall & non performance of payment from any person or persons from whom it shall appeare to be due th<sup>e</sup> said person or persons to arrest, imprison & out of prison to deliver & pleade & prosecution of th<sup>e</sup> Law to sustaine & mainteine against them or any of them, allsoe acquittances or any lawfull discharge for th<sup>e</sup> said Marmaduke Semmes, & in his name to make & appoint another Attorney or Attorneyes under him & at his pleasure to revocke, And all things whatsoever in th<sup>e</sup> law or otherwise needfull to be done th<sup>e</sup> same to doe & performe as fully & effectually to all intents purposes ratifeing & Confirmeing by these presents what the above named Thomas Witter my Attorney shall doe in th<sup>e</sup> premises to & for th<sup>e</sup> use & behoofe of th<sup>e</sup> said Marmaduke Semmes In Wittnesse whereof I have putt my hand & seale this ninth day of Novemb<sup>r</sup> (1674)


Marmaduke Semmes (locus) sigilli

Sealed & Delivered

in th<sup>e</sup> presence of

Henry Adames

Samuell Cressey

Michaell Minocke enters this followinge Brand marke }  
for horses & Cattle (viz) th<sup>e</sup> crosse keyes upon th<sup>e</sup> left }  
buttock } 

Liber F At a Court held in Charles County for the Right Hon<sup>ble</sup> th<sup>e</sup> Ld  
[p. 13] Proprietary on the tenth day of November Anno 1674

present	M <sup>r</sup> Henry Adames	
M <sup>r</sup> Thomas Matthewes	M <sup>r</sup> John Duglas	} Comissioners
M <sup>r</sup> Zachary Wade	M <sup>r</sup> William Barton	
M <sup>r</sup> Robert Henly	M <sup>r</sup> Thomas Hussey	

M<sup>r</sup> John Stone & M<sup>r</sup> Ignatius Causin two of his Ldps Comission<sup>rs</sup> are fined for not appearing at this Court according to Act of Assembly

William Russell Cunstable is fined on thousand pounds of tobacco for not appearing at this Court

Alexander Smith presents two men servants to be adjudged of their ages th<sup>e</sup> one named Robert Harrison adjudged to be thirteene yeares of age th<sup>e</sup> other named Francis Capshaw adjudged to be fiftene yeares of age

Francis Wine presents a man servant named John Curtis adjudged to be sixteen yeares of age

M<sup>r</sup> William Barton junior presents a man servant named Anne Harrison adjudged to be twenty on yeares of age

M<sup>r</sup> Thomas Hussey presents a maid servant named Isabell Reeding adjudged to be nineteene yeares of age

John Long on th<sup>e</sup> behalfe of M<sup>s</sup> Elinor Beane presents a woman servant named Anne Rennieke adjudged to be sixteene yeares of age

Railph Shaw presents a man servant named Railph Anderson adjudged to be twenty yeares of age

Jeremiah Macknew & Thomas Corker doe enter into a bond of fifty pound sterling payable to th<sup>e</sup> Ld Proprietary to be levied upon their goods & Chattles & Lands for th<sup>e</sup> appearance of Phillis Macknew at th<sup>e</sup> next Provinciaall Court to be held on th<sup>e</sup> eight day of Decemb<sup>r</sup>, 74

It is ordered th<sup>t</sup> M<sup>r</sup> Henry Bonner shall be Clerke to th<sup>e</sup> Comission<sup>rs</sup> below for drawing of warrants & hues & Cryes & mittimus's or any such like businesse

Francis Furniss Confesseth judgem<sup>t</sup> to Philip Limes for th<sup>e</sup> sume of two thousand & eight pounds of tobacco with Cost

It is ordered th<sup>t</sup> there be a reference betweene Robert Downes & Sarah Burroughs till th<sup>e</sup> next Court.

The Court is Adjourned for two houres

The Court sitts again present Comission<sup>rs</sup> as before



It is ordered by th<sup>e</sup> worshipfull th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> th<sup>t</sup> Edward Galey Liber F  
servant to M<sup>r</sup> Thomas Matthewes returne home to his M<sup>rs</sup> service  
again for this yeare according to the tenour of his Condi<sup>c</sup>ion

It is ordered by th<sup>e</sup> worshipfull th<sup>e</sup> Co<sup>m</sup>mission<sup>rs</sup> th<sup>t</sup> Seabright  
Maycocke shall have Elinor Fish th<sup>t</sup> is three yeares of age, till shee  
arrive to th<sup>e</sup> full & Compleat yeares of twenty on yeares of age, hee  
finding her all manner of necessities & keeping th<sup>e</sup> County cleare  
of all Charge, hee entering into Recognizance to save th<sup>e</sup> County  
harmlesse :

George Shenstone & Mary his wife acknowledges this followeing [p. 14]  
Conveyance in open Court to Thomas Jenkins

This Indenture made this tenth day of Novemb<sup>r</sup> in th<sup>e</sup> yeare of  
our Ld on thousand six hundred seaventy & foure, Betwixt George  
Shenstone of Charles County planter of the one part & Thomas  
Jenkins of th<sup>e</sup> s<sup>d</sup> County planter of th<sup>e</sup> other part, Wittnesseth  
That th<sup>e</sup> s<sup>d</sup> George Shenstone for & in Considera<sup>c</sup>on of a certaine  
sume of tobacco to him in hand paid, whereof & wherewith hee  
acknowledgeth himselfe fully satisfied & paid & of every part &  
parcell thereof: Hath given granted & aliened Bargained, sold,  
enfeoffed & Confirmed, And by these prents doe give grant aliene,  
bargaine, sell, enfeoffee & Confirme unto th<sup>e</sup> said Thomas Jenkins  
all that parcell of Land Called Pinner Lyeing & being in Charles  
County at Piscataway, And Begining at a bounded white oake  
standing upon a brow of a hill the eastermost bound tree of Edward  
Price's Land Called Locust thickett ru<sup>n</sup>ing thence East one hundred  
& eighty pearches to a bounded Oake standing on th<sup>e</sup> brow of a hill  
thence North one hundred & eighty pearches to a bounded Oake  
standing on th<sup>e</sup> Low grounds thence west on hundred & eighty  
pearches to a bounded Oake thence bounding upon Edward Price's  
Land to th<sup>e</sup> first bound tree Containeing & now Laid out for two  
hundred acres more or lesse, Togethe with all houses, Edifices,  
buildings, barnes, stables, gardens, orchards, backsides, Easements,  
Lands, tenements, meadowes, Feedings, pastures, woods, under-  
woods, wayes, profits, Co<sup>m</sup>odities, hereditaments & appurtenances  
whatsoever to th<sup>e</sup> said Land & premises belonging or to any part or  
parcell thereof any manner of wayes appertaineing, To Have &  
to hold th<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises  
with their & every of their rights, members & appurtenances what-  
soever unto the said Thomas Jenkins his heires & Assignes for  
ever, And th<sup>e</sup> s<sup>d</sup> George Shenstone doth for himselfe his heires  
Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes Covenant promise & grant to & with th<sup>e</sup>  
s<sup>d</sup> Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes, that hee  
th<sup>e</sup> s<sup>d</sup> George Shenstone is Lawfully & justly possessed of a just &  
due title & Claime in Law of & in th<sup>e</sup> before bargained premises &

Liber F hath full & absolute power to bargain, sell & Assure th<sup>e</sup> same, & that th<sup>e</sup> s<sup>d</sup> premises now are & for ever hereafter shall be & Continue free & cleare & freely & clearly acquitted, exonerated & discharged of & from all & singular other bargaines & sales, gifts, grants, leases, rents, arreareages of Rents, Rent charges, Mortgages, joyntures, Dowers, Rights & titles of Dowers, Claimes & Demands whatsoever, by him them or any of them formerly had, done or Comitted or to be had done or Comitted, And th<sup>e</sup> s<sup>d</sup> George Shenstone for himselfe his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes doth Covenant, promise, grant & agree, to & with th<sup>e</sup> s<sup>d</sup> Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes & every of them by these presents, that th<sup>e</sup> s<sup>d</sup> Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes & every of them shall & may by force & vertue of these presents from time to time & at all times for ever hereafter lawfully, quietly & peaceably have, hold, use, occupy, possesse & enjoy th<sup>e</sup> s<sup>d</sup> Land & all & singular th<sup>e</sup> before bargained premises with their & every of their rights members & appurtenances & have receive & take th<sup>e</sup> rents issues & profitts to his & their owne proper use & behoofe without any manner of lett trouble Eviction or interruption of or by him th<sup>e</sup> s<sup>d</sup> George Shenstone his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes of any of them or of or by any other person or persons whatsoever Lawfull Claimeing by from or under him, them or any of them, or by his or their or any of their meanes or procurements, The rents & services which from henceforth for & in respect of th<sup>e</sup> forementioned premises hereby sold, shall grow due & payable to th<sup>e</sup> cheife Lord or Lords of th<sup>e</sup> fee or fees thereof, for & in respect of his or their Seigniorie or seigniories only excepted & foreprized, And th<sup>e</sup> s<sup>d</sup> George Shenstone for himselfe his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes doth Covenant grant & agree to & with th<sup>e</sup> s<sup>d</sup> Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes, that hee th<sup>e</sup> said George Shenstone his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes shall & will at any time or times within seaven yeares next followeing, upon th<sup>e</sup> request & at th<sup>e</sup> Cost & Charge in law of th<sup>e</sup> said Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes, make & deliver such further Assurance or Assurances for th<sup>e</sup> said premises as hee th<sup>e</sup> s<sup>d</sup> Thomas Jenkins his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> or any of them or their or any of their Councell learned in th<sup>e</sup> Laws shall him th<sup>e</sup> said Shenstone his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> or any of them thereunto require And th<sup>e</sup> s<sup>d</sup> George Shenstone for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & all & singular th<sup>e</sup> before bargained premises with the appurtenances & every part & parcell thereof unto th<sup>e</sup> said Thomas Jenkins his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes to the intent & meaneing afores<sup>d</sup> shall & will warrant & for ever defend by these presents, In wittnesse whereof th<sup>e</sup> parties first above named to these present Indentures have inter-

changeably sett their hands & seales th <sup>e</sup> day & yeare first above written		Liber F
Signed sealed & Delivered	his marke	[p. 16]
in th <sup>e</sup> presence of us	George  Shenstone (locus) sigilli	
Cleborne Lomax	her marke	
Edward Abbot	Mary  Shenstone (locus) sigilli	

John Hackister acknowledges this ensueinge Conveyance in open Court to John Boswell

This Indenture made th<sup>e</sup> tenth day of November in th<sup>e</sup> yeare of our Lord God one thousand six hundred seaventy & foure Betweene John Hackister of Charles County in th<sup>e</sup> Province of Maryland Planter of th<sup>e</sup> on part, And John Boswell planter of the other part, Wittnesseeth, that th<sup>e</sup> s<sup>d</sup> John Hackister as well for & in Considera<sup>o</sup>n of th<sup>e</sup> su<sup>m</sup>e of six thousand pounds of tobacco & Caske to him in hand by th<sup>e</sup> s<sup>d</sup> John Boswell paid, the receipt whereof th<sup>e</sup> s<sup>d</sup> John Hackister doth hereby acknowledge & himselfe to be therewith fully satisfied, Contented & paid, & thereof & therefrom & of & from every part & parcell thereof doth acquit & discharge th<sup>e</sup> said John Boswell his heires Exec<sup>ts</sup> & Adm<sup>rs</sup> by these presents, As allsoe for divers other good Causes & Considera<sup>o</sup>ns him thereunto moveing; Hath bargained, aliened, sold, enfeofed, Assigned & sett over unto th<sup>e</sup> s<sup>d</sup> John Boswell his heires & Assignes for ever, All th<sup>e</sup> parcell or tract of Land Called (Jobs Comfort) being in Charles County in th<sup>e</sup> woods on th<sup>e</sup> East side of th<sup>e</sup> maine Ru<sup>n</sup> of Portobacco Creeke, And begi<sup>n</sup>ing at a bounded poplar standing neare a bounded gumm a bound tree of William Herds Land bounding upon th<sup>e</sup> s<sup>d</sup> Herds Land South one hundred & sixty pearches to a bounded Spanish Oake standing upon a plaine thence North one hundred & sixty pearches untill it intersects a paralell drawne from th<sup>e</sup> first bound tree, Containeing & laid out for two hundred acres, more or lesse, with all & singular th<sup>e</sup> houses, buildings, pastures, woods, underwoods, wayes, water Courses, profitts, Co<sup>m</sup>odities & appurtenances to the s<sup>d</sup> premises to any parte or parcell thereof belonging or in any wise appertaineinge, And allsoe all th<sup>e</sup> estate, Right, title, Interest, use, property, possession, reversion, Claime & Demand of him th<sup>e</sup> s<sup>d</sup> John Hackister of & in th<sup>e</sup> same, together with all Deeds, Writeings, Evidences, Manuscripts or papers touching or Concerning th<sup>e</sup> same or any part or parcell thereof, To Have & to Hold th<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises before graunted, bargained & sold with their & every of their Rights, members & appurtenances whatsoever unto the said John Boswell his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> John Hackister doth for himselfe his heires Exec<sup>ts</sup> & Adm<sup>rs</sup> Covenant, promise & grant to & with th<sup>e</sup> s<sup>d</sup> John Boswell his heires Exec<sup>ts</sup> Adm<sup>rs</sup> & Assignes th<sup>t</sup> the premises now are & for ever hereafter shall be & Continue free & Cleare, & freely & Clearly acquitted Exonerated & Discharged of & from all & singular former & other Bar-

**Liber F** gaines Sailes, Gifts, graunts, Leases, Rents, Areareages of Rents, Rent Charges, Mortgages, Joyntures, Dowes, Rights & titles of Dowes, Claimes Demands & Incumbrances whatsoever by him, them, or any of them formerly had done or Comitted or to be had, done or Comitted, And the<sup>e</sup> s<sup>d</sup> John Hackister doth for himselfe his heires, Exec<sup>rs</sup> & Adm<sup>rs</sup> the<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular other the<sup>e</sup> premises before granted, bargained & sold with the<sup>e</sup> appurtenances unto the<sup>e</sup> s<sup>d</sup> John Boswell his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes for ever against the<sup>e</sup> s<sup>d</sup> John Hackister his heires & Assignes & against all & every person or persons whatsoever lawfully Claimeinge by from or under him, them or any of them & against all other persons whatsoever (except the<sup>e</sup> Ld Proprietary) shall & will warrant & for ever defend by these presents, And the<sup>e</sup> s<sup>d</sup> John Hackister doth for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Covenant, promise, grant & agree to & with the<sup>e</sup> s<sup>d</sup> John Boswell & his heires & Assignes by these presents that the<sup>e</sup> s<sup>d</sup> John Boswell his heires & Assignes & every of them shall & may by force & vertue of these presents from time to time & at all times hereafter for ever lawfully peaceably & quietly have, hold, use, occupy, possesse & enjoy the<sup>e</sup> s<sup>d</sup> Land & all & singular other the<sup>e</sup> premises before granted with their & every of their Rights, members & appurtenances & have, receive & take the<sup>e</sup> rents, Issues & profitts thereof to his & their owne proper uses & behoofes without any manner of Lett, trouble, Eviction or Interruption of or by the<sup>e</sup> s<sup>d</sup> John Hackister his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any of them or of or by any other person or persons whatsoever (the Rents & services which from henceforth from time to time for & in respect of the<sup>e</sup> first mentioned premises hereby sold shall grow due & payable to the<sup>e</sup> Cheife Lord or Lords of the<sup>e</sup> Fee or fees thereof for & in respect of their Seigniorie or Seignories excepted & foreprized) And the<sup>e</sup> s<sup>d</sup> John Hackister doth further Covenant & promise th<sup>t</sup> hee the<sup>e</sup> s<sup>d</sup> John Hackister his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall & will from time to time & at all times hereafter within the<sup>e</sup> space of seaven yeares next ensueinge the<sup>e</sup> date hereof upon the<sup>e</sup> reasonable request, And at the<sup>e</sup> proper Cost & Charges in the<sup>e</sup> Law only of the<sup>e</sup> s<sup>d</sup> John Boswell his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes make, seale, Convey & Deliver such further Assurance or Assurances for the<sup>e</sup> before bargained premises (Excepting only as before Excepted) As the<sup>e</sup> s<sup>d</sup> John Boswell his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes or any of them, his their or any of their Councell learned in the<sup>e</sup> Law shall him the<sup>e</sup> s<sup>d</sup> John Hackister his heires Exec<sup>rs</sup> or Adm<sup>rs</sup> or any of them thereto require In Wittnesse Whereof the<sup>e</sup> parties afores<sup>d</sup> to these Indentures interchangeably have putt their hands & seales the day & yeare above written

John Hackister (locus) sigilli

Signed sealed & Delivered

in the<sup>e</sup> presence of

Thomas Corker

Joseph Bullot

Memorandū That full possession of the within mentioned premises was given by th<sup>e</sup> within named John Hackister unto th<sup>e</sup> within named John Boswell th<sup>e</sup> day & yeare within written in presence of  
Thomas Corker

Thomas Lomax & Hugh Thomas desires that this Ensueinge writeing to be Recorded

Wee whose names are underwritten at th<sup>e</sup> speciall instance & request of Hugh Thomas & Thomas Lomax Did goe & see a division of a tract of Land Lyeinge scituate & being above th<sup>e</sup> head of Wiccomico River in Charles County in th<sup>e</sup> Province of Maryland belonging unto them, made by M<sup>r</sup> Richard Edelen Deputy Survey<sup>r</sup>, & allsoe according to Lott th<sup>e</sup> south end of th<sup>e</sup> s<sup>d</sup> land with a plantation thereon Erected did fall unto th<sup>e</sup> afores<sup>d</sup> Hugh Thomas & th<sup>e</sup> north end according to Division unto the afores<sup>d</sup> Thomas Lomax, with this allowance followeinge unto th<sup>e</sup> s<sup>d</sup> Lomax in Considera<sup>o</sup>n of th<sup>e</sup> Plantation (to say) th<sup>e</sup> s<sup>d</sup> Hugh Thomas shall pay & allow th<sup>e</sup> s<sup>d</sup> Thomas Lomax seaventeene hundred pounds of good tobaccoe in Caske upon Demand & seaventeene hundred pounds more at or before th<sup>e</sup> tenth day of October next ensueinge th<sup>e</sup> date hereof, as allsoe th<sup>e</sup> s<sup>d</sup> Lomax to have th<sup>e</sup> use & benefitt of halfe th<sup>e</sup> plantation afores<sup>d</sup> & halfe th<sup>e</sup> houses thereon now erected untill th<sup>e</sup> last day of October which shall be in th<sup>e</sup> yeare of our Ld 1674, And whereas there is two parcells of Land leased out of th<sup>e</sup> whole tract afores<sup>d</sup> (to say) one parcell unto Meverell Hulse in Hugh Thomas his Lott & on parcell unto John Posie in Thomas Lomax his lott, the parties in whose lott each parcell falls is to pay his rent to th<sup>e</sup> same & become his teñant, And wee doe hereby declare th<sup>t</sup> the afores<sup>d</sup> Hugh Thomas & Thomas Lomax was & is Contented & satisfied with th<sup>e</sup> afores<sup>d</sup> Division & upon th<sup>e</sup> tearmes afores<sup>d</sup>, In wittnesse whereof wee have hereunto sett our hand th<sup>e</sup> 25<sup>th</sup> day of October Annoq̃ Doñi (1673)

William Barton

John Courte

his marke

Alexander **WV** Smith

John **eee** Posey

his marke

Richard Becke acknowledgeth this Ensueinge Conveyance in open Court unto Robert Ware [p. 19]

This Indenture made th<sup>e</sup> eighth day of November in th<sup>e</sup> yeare of our Lord one thousand six hundred seaventy & foure Betweene Richard Becke of Charles County in th<sup>e</sup> Province of Maryland planter of th<sup>e</sup> one parte & Robert Ware of th<sup>e</sup> County & Province afores<sup>d</sup> Merchant of the other part Wittnesseth, that th<sup>e</sup> said Richard Becke as well for & in Considera<sup>o</sup>n of a certaine sūme of tobaccoe to him in hand paid by th<sup>e</sup> s<sup>d</sup> Robert Ware wherewith the s<sup>d</sup>

**Liber F** Richard Becke doth acknowledge himselfe to be fully satisfied, Contented & paid, & thereof & therefrom & of & from every part & parcell thereof doth freely clearely & absolutely acquitt, release & discharge th<sup>e</sup> s<sup>d</sup> Robert Ware his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & every of them by these presents: As allsoe for divers other good Causes & Considerations him thereunto moveing, Hath given, granted, aliened, Bargained, Sold, transferred, Enfeoffed & Confirmed, And by these presents doe give, grant, aliene, bargain, sell, transferre, Enfeoffee & Confirme unto th<sup>e</sup> s<sup>d</sup> Robert Ware his heires Exec<sup>rs</sup> Adm<sup>rs</sup> & Assignes for ever all th<sup>t</sup> parcell of Land lyeing scituate & being in Charles County afores<sup>d</sup> Called (Hoggs Quarter) lyeing in the woods adjoyneing to Pointon Mannour, Begi<sup>n</sup>ing at a bounded Oake & bounding on the East with a line drawne North North East from th<sup>e</sup> s<sup>d</sup> Oake for th<sup>e</sup> Length of fifty pearches to a bounded Oake on th<sup>e</sup> North with a line drawne West South West from th<sup>e</sup> s<sup>d</sup> Oake for the length of three hundred & twenty pearches to a bounded Oake on th<sup>e</sup> west with a line drawne South South East from th<sup>e</sup> end of th<sup>e</sup> former line to a bounded Gumme that standeth in th<sup>e</sup> exterior line of Pointon Mannour on th<sup>e</sup> south with th<sup>e</sup> s<sup>d</sup> Mannour Containeing & now laid out for one hundred acres more or lesse, Together with all & singular its Rights members & Jurisdi<sup>c</sup>ions, Together with all houses buildings, Edifices buildings, Orchards, Gardens, Yards, Backsides, lands, tenements, Feedings, pastures, woods, underwoods, wayes, profitts, Com<sup>o</sup>dities hereditaments & apurtenances whatsoever unto th<sup>e</sup> s<sup>d</sup> Land & premises or to any part or parcell thereof belonging or in any manner of wayes appertaineinge & allsoe all th<sup>e</sup> Estate, Right, title, interest, use, property, Claime or Demand whatsoever of him th<sup>e</sup> s<sup>d</sup> Richard Becke of in & to th<sup>e</sup> same & all Deeds writtings or Evidences touching or concerning th<sup>e</sup> premises or any part or parcell thereof, or thereto belonging or in any manner of way appertaineing To Have & to Hold th<sup>e</sup> afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises before bargained & sold & hereby intended to be bargained & Sold together with their & every of their rights members & Appurtenances whatsoever to th<sup>e</sup> s<sup>d</sup> Robert Ware his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> Richard Becke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant, promise & grant to & with th<sup>e</sup> s<sup>d</sup> Robert Ware his heires Exec<sup>rs</sup> Adm<sup>rs</sup> &

[p.20] Assignes That hee th<sup>e</sup> s<sup>d</sup> Richard Becke now is lawfully & justly possessed of a just & due title & Claime in Law of in & to the before bargained premises & hath full & absolute power to bargain, sell & Assure the same, & th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> premises now are & for ever hereafter shall bee & Continue free & Cleare & freely & clearely acquitted, Exonerated & Discharged of & from all & singular other bargaines Sales, gifts, graunts, leases, rents, arreages of Rents, Rent Charges, Mortgages, Joyntures, Dowers, Rights & titles of Dowers, Claimes & Demands whatsoever of him, them or any of them had done or Com<sup>o</sup>mitted or to be had done or Com<sup>o</sup>mitted, And



th<sup>e</sup> s<sup>d</sup> Richard Becke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> Liber F  
afores<sup>d</sup> parcell of Land & all & singular other th<sup>e</sup> premises before  
bargained & Sold with their appurtenances unto th<sup>e</sup> s<sup>d</sup> Robert Ware  
his heires & Assignes to th<sup>e</sup> proper use & behoofe of him th<sup>e</sup> s<sup>d</sup>  
Robert Ware his heires & Assignes against all persons whatsoever  
shall & will warrant & Defend forever by these presents, And th<sup>e</sup> s<sup>d</sup>  
Richard Becke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant  
promise & graunt to & with th<sup>e</sup> s<sup>d</sup> Robert Ware his heires Exec<sup>rs</sup>  
Adm<sup>rs</sup> & Assignes, that hee th<sup>e</sup> s<sup>d</sup> Robert Ware his heires Execut<sup>rs</sup>  
Adm<sup>rs</sup> & Assignes shall & may by force & vertue of these presents  
from time to time & at all times hereafter lawfully, quietly & peace-  
ably have, hold, use, occupy, possess & enjoy th<sup>e</sup> s<sup>d</sup> Lands & all &  
singular th<sup>e</sup> before bargained premises with their Rights, members &  
appurtenances & have, receive & take th<sup>e</sup> rents, issues & profitts thereof  
to his or to their owne proper use & behoofe without any manner of  
lett, trouble, Eviction or Interruption of or by th<sup>e</sup> s<sup>d</sup> Richard Becke  
his heires Exec<sup>rs</sup> or Adm<sup>rs</sup> or any of them or of or by any person or  
persons whatsoever The Rents & services which from henceforth  
from time to time for & in respect of th<sup>e</sup> forementioned premises  
hereby sold, shall grow due & payable to th<sup>e</sup> Cheife Lord or Lords  
of th<sup>e</sup> Fee or Fees thereof for & in respect of his or their Signiory  
or Signiories only Excepted & foreprized, In Wittnesse whereof  
th<sup>e</sup> parties first above named to these Indentures have interchange-  
ably sett their hands & seales the day & yeare first above written

Signed sealed & Delivered

signum

in th<sup>e</sup> presence of us

Richard **R B** Becke (locus) sigilli

Richard Edelen

Robert Fowke

Memorandū th<sup>t</sup> full & peaceable possession & seizine of th<sup>e</sup> Lands  
& tenem<sup>ts</sup> within mentioned with th<sup>e</sup> appurtenances was given &  
delivered by th<sup>e</sup> within named Richard Becke to the within named  
Robert Ware according to th<sup>e</sup> forme & effect of th<sup>e</sup> within written  
Deed this [*blank*] day of [*blank*] Anno Domī 1674 In th<sup>e</sup> presence  
of us whose names are underwritten

Edward Maddocke acknowledges this ensuing Conveyance in [p. 21]  
Court to Henry Aspenall

This Indenture made the thirtieth of October in th<sup>e</sup> yeare of our  
Lord one thousand six hundred seaventy & foure, Betweene Edward  
Maddock of Charles County Apothecary of th<sup>e</sup> one part & Henry  
Aspenall of th<sup>e</sup> same place planter of the other part, Witnesseth,  
That the said Edward Maddocke for & in Consideration of tenne  
thousand pounds of tobaccoe to him th<sup>e</sup> s<sup>d</sup> Edward Maddocke before  
th<sup>e</sup> ensealinge & Delivery of these presents by th<sup>e</sup> s<sup>d</sup> Henry Aspenall  
well & truely paid th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup> Edward Maddocke doth  
hereby acknowledge & himselfe therewith fully satisfied & Con-  
tented & of every part & parcell thereof doth clearely acquitt exon-  
erate & discharge th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires exec<sup>rs</sup> & Adm<sup>rs</sup>

Liber F by these presents, hath given, granted, aliened, Bargained, Sould, Assigned, transeferd, enfeoffed & Confirmed, & by these presents doth give, graunt, aliene, bargaine, sell, Assigne, transferre, enfeoffee & Confirme unto th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes, for ever, All th<sup>t</sup> parcell or tract of Land lieing scituate & beinge in Charles County Co<sup>m</sup>only knowne by th<sup>e</sup> name of Stone hill, And Begininge at a bounded White Oake standing in a valley betweene two hills Ru<sup>n</sup>ing thence North & by East for length two hundred & forty pearches to a bounded Red Oake thence East & by South for breadth two hundred pearches to a bounded White Oake thence South & by West binding upon th<sup>e</sup> West side of a fresh ru<sup>n</sup> two hundred & forty pearches to a bounded White Oake thence untill it comes unto th<sup>e</sup> first bound tree Containeing & then laid out for three hundred acres more or lesse, Together with all houses, buildings, Orchyards, gardens, hawkeings, huntings, Fishings & Fowlings & all & singular other Appurtenances & priviledges to th<sup>e</sup> s<sup>d</sup> Land Belonging or in any manner of way appertaineinge, To Have & to hold th<sup>e</sup> said Land and premises with their & every of their Rights, members & appurtenances or priviledges before by these presents bargained & Sold or hereby intended to be bargained or Sould together with all th<sup>e</sup> priviledges before mentioned to him th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> Edward Maddocke for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant promise & graunt to & with th<sup>e</sup> s<sup>d</sup> Henry Aspenall his his heires & Assignes That hee the s<sup>d</sup> Edward Maddocke his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> Land & all other th<sup>e</sup> before bargained premises & every part & parcell thereof with their & every of their appurtenances to him th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes to th<sup>e</sup> use above mentioned, against him th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & against all other persons Claimeing from by or under him them or any of them shall & will warrant & for ever hereafter defend by these presents, The rents & services which hereafter shall grow due & payable to th<sup>e</sup> Lord or Lords of th<sup>e</sup> Fee or Fees for & in respect of their signiory or signiories allwayes excepted & foreprized, More Over it is Covenanted & agreed on by & betweene th<sup>e</sup> parties above named That th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> shall at any time within seaven yeares at th<sup>e</sup> request & at th<sup>e</sup> proper Cost & Charge in law of th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires or Assignes give, make & deliver to th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes any such further Assurance or Assurances as hee or they or his or their Counsell learned in th<sup>e</sup> Law shall him thereunto require In Wittnesse Whereof th<sup>e</sup> parties above named to these present Indentures have interchangeably sett to their hands & seales th<sup>e</sup> day & yeare above written

Edward Maddock (locus) sigilli

Signed sealed & Delivered  
 in presence of  
 Richard Edelen }  
 Stephen Murty }

Henry Aspenall acknowledgeth this ensueinge Conveyance in Court Liber F  
unto Edward Maddock.


This Indenture made th<sup>e</sup> twenty ninth of October in th<sup>e</sup> yeare of our Lord on thousand six hundred seaventy & foure Betweene Henry Aspenall of Charles County planter of th<sup>e</sup> on part, & Edward Maddocke of th<sup>e</sup> same County Apothecary of the othe part, Wittnesseth, that th<sup>e</sup> said Henry Aspenall for & in Consideraçon of twenty thousand pounds of tobaccoe, & three hundred acres of Land Called by th<sup>e</sup> name of Stone hill to him th<sup>e</sup> s<sup>d</sup> Henry Aspenall before th<sup>e</sup> ensealinge & Delivery of these presents by th<sup>e</sup> s<sup>d</sup> Edward Maddocke well & truly paid th<sup>e</sup> receipt whereof th<sup>e</sup> s<sup>d</sup> Henry Aspenall doth hereby acknowledge, & himselfe therewith Fully satisfied & Contented, & of every part & parcell thereof doth Clearly acquit exonerate & discharge th<sup>e</sup> s<sup>d</sup> Edward Maddock his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & every of them by these presents, Hath given, graunted, aliened, Bargained, sould, Assigned, transferred, Enfeoffed & Confirmed & by these presents doth give, graunt, aliene, bargain sell, Assigne, transferre enffeooffe & Confirme unto th<sup>e</sup> s<sup>d</sup> Edward Maddock his heires & Assignes For ever, All that parcells or tracts of Lands Lyeinge scituate & being in Charles County, lyeinge on th<sup>e</sup> South side of Piscattaway River Called th<sup>e</sup> Doegs Necke begiñing at a marke Pekikary standing by a marsh upon th<sup>e</sup> River side & ruñing west downe th<sup>e</sup> River for length three hundred pearches then suñing down th<sup>e</sup> River for length three hundred perches to th<sup>e</sup> mouth of a Creeke Called Chingoemuxon Creeke bounding on th<sup>e</sup> north with th<sup>e</sup> s<sup>d</sup> Creeke, Ruñing East six hundred pearches on th<sup>e</sup> East with a line drawne North North West from th<sup>e</sup> end of th<sup>e</sup> East line to th<sup>e</sup> first marked Pekikary on th<sup>e</sup> south & West by th<sup>e</sup> s<sup>d</sup> River Containeinge & then laid out for foure hundred & fifty acres more or lesse, And allsoe on other parcell of Land lyeinge upon th<sup>e</sup> s<sup>d</sup> River to th<sup>e</sup> East of th<sup>e</sup> s<sup>d</sup> Necke by th<sup>e</sup> s<sup>d</sup> Creeke, Begiñing at a marked Caedar standing in an Indian Feild Ruñing South up the s<sup>d</sup> Creeke for breadth on hundred pearches to a marked Oake by a marsh side bouding on th<sup>e</sup> South with a line drawne East three hundred & twenty pearches, on th<sup>e</sup> East by a line drawne North from th<sup>e</sup> end of th<sup>e</sup> East line into th<sup>e</sup> s<sup>d</sup> River on th<sup>e</sup> North with th<sup>e</sup> s<sup>d</sup> River on th<sup>e</sup> west with the s<sup>d</sup> Creeke, Containeinge & then laid out for two hundred acres more or lesse, As by Patent Graunted out of his L<sup>ds</sup>ps Secretaryes Office unto Walter Hall beareinge date th<sup>e</sup> twenty sixth of Aprill one thousand six hundred fifty & eight in all six hundred & fifty acres more or lesse, together with all houses, Edifices & buildings, Orchards, Gardens, hawkings, huntings, Fishings, Fowlings & all & singular other Appurtenances & Priviledges to th<sup>e</sup> s<sup>d</sup> Land belonging or in any mañer of way appertaineinge, To have & to hold th<sup>e</sup> s<sup>d</sup> Land & premises with their & every of their Rights members & appurtenances or privi-

[p. 23]

Liber F  
[p. 24] ledges before by these presents bargained & Sould or hereby intended to be bargained & Sould, Together with all th<sup>e</sup> priviledges before mentioned to him th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> Henry Aspenall for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doth Covenant & promise & graunt to & with th<sup>e</sup> s<sup>d</sup> Edward Maddock his heires & Assignes, that hee th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> th<sup>e</sup> s<sup>d</sup> Land, & all other th<sup>e</sup> before bargained premises, & every part & parcell thereof, with their & every of their appurtenances to him th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires & Assignes to th<sup>e</sup> use above mentioned against him th<sup>e</sup> said Henry Aspenall his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> & against all other persons whatsoever Claimeing from by or under him, them or any of them, shall & will warrant & for ever hereafter defend by these presents, The Rents & services which shall hereafter become due for th<sup>e</sup> same to th<sup>e</sup> Lord or Lords of th<sup>e</sup> Fee or Fees For & in respect of his or their Seigniory or Seigniories alwayes excepted & foreprized, And further th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes shall & will from time to time & at all times hereafter during th<sup>e</sup> space of seaven yeares at th<sup>e</sup> Reasonable request & at th<sup>e</sup> proper Cost & Charge in Law of th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires or Assignes, give make & deliver unto th<sup>e</sup> s<sup>d</sup> Edward Maddocke his heires & Assignes any such further Assurance & Assurances as hee or they or his or their Counsell learned in th<sup>e</sup> Law shall him thereunto require, It is allsoe Covenanted & agreed by & betweene th<sup>e</sup> parties above mentioned, that if hee th<sup>e</sup> s<sup>d</sup> Edward Maddocke shall not pay th<sup>e</sup> twenty thousand pounds of tobaccoe according to his bills past for th<sup>e</sup> same, or th<sup>t</sup> hee doe not deliver Conveyances for a parcell of three hundred Acres of Land Called Stone hill (if it be lawfully demanded) that then & from thenceforth it shall & may be lawfully unto & for th<sup>e</sup> s<sup>d</sup> Henry Aspenall his heires & Assignes into th<sup>e</sup> s<sup>d</sup> Messuage land or tenement with all other th<sup>e</sup> premises & appurtenances Wholy to reenter & th<sup>e</sup> same to have againe, retaine & repossesse as in his or their former Estate, This Indenture or any thing therein Contained to the Contrary notwithstanding, In wittnesse whereof th<sup>e</sup> parties above named to these present Indentures have interchangeably sett to their hands & seales th<sup>e</sup> day & yeare first above written

signum

Signed Sealed & Delivered  
in presence of  
Richard Edelen  
Stephen Murty

Henry  Aspenall  
(locus) sigilli

[p. 25] Capt<sup>ne</sup> William Boareman of S<sup>t</sup> Maries County acknowledgeth this ensueinge Conveyance in Court to William Hatton of th<sup>e</sup> same County for a tract of Land lyeing on th<sup>e</sup> East side of Piscattaway River, And allsoe Mary his wife

This Indenture made th<sup>e</sup> fourth day of August in th<sup>e</sup> three &

fortieth yeare of th<sup>e</sup> Dominion of Caecilius &c Annoq; Doñi one thousand six hundred seaventy & foure, Betweene Capt<sup>n</sup> William Boareman in th<sup>e</sup> Province of Maryland and in th<sup>e</sup> County of St Maries Gentleman on th<sup>e</sup> one party And William Hatton of th<sup>e</sup> s<sup>d</sup> Province & County Gentleman of th<sup>e</sup> other party, Wittneseth, That th<sup>e</sup> s<sup>d</sup> William Boareman for & in Consideraçon of th<sup>e</sup> sūme of twenty & foure thousand pounds of tobaccoe to him in hand paid by th<sup>e</sup> said William Hatton before th<sup>e</sup> ensealinge & Delivery hereof, The receipt whereof hee th<sup>e</sup> s<sup>d</sup> William Boareman doth hereby acknowledge & thereof & of every part & parcell thereof doth clearely & absolutely acquit exonerate & discharge him th<sup>e</sup> s<sup>d</sup> William Hatton his Exec<sup>rs</sup> & Adm<sup>rs</sup> by these presents: And for divers other good Causes & Consideraçons him thereunto moveing hath given, granted, bargained aliened, Sold, Assigned transferred, Enffeooffed & Confirmed & by these presents doth give, grant, bargain, sell, aliene, Assigne, transferre Enffeooffe & Confirme unto th<sup>e</sup> s<sup>d</sup> William Hatton his heires & Assignes for ever, All that tract parcell & Dividend of Land formerly called Thompsons Rest lieing on th<sup>e</sup> East side of Piscattaway River, on th<sup>e</sup> north side of a Creeke in th<sup>e</sup> s<sup>d</sup> River Called Piscattaway Creeke, next adjoyneinge to th<sup>e</sup> Land laid out for Luke Barber Esq<sup>r</sup> & since resurveyed & Called Boaremans Content scituate lyeinge & being in Charles County, And Begiñinge at a bounded black walnut th<sup>e</sup> Eastermost bound tree of Luke Barber Esq<sup>r</sup> neare th<sup>e</sup> Creeke & ruñing thence East north East five hundred pearches to a bounded red Oake standing in a valley Encompassed with hills betweene th<sup>e</sup> Freshes at th<sup>e</sup> head of Piscattaway Creeke, thence north & by west three hundred & twenty pearches to a bounded white Oake standing by a fresh runn, thence west South west five hundred pearches to th<sup>e</sup> s<sup>d</sup> Barbers land, thence untill it Comes unto th<sup>e</sup> first bound tree, Containeinge & laid out for one thousand acres more or lesse, Together with all & singular th<sup>e</sup> Lands, tenements, Rights, members, buildings, Orchards, gardens, hawkeings, huntings, Fishings, Fowlings, & all & singular th<sup>e</sup> appurtenances & priviledges thereto any wayes appertaineing, as allsoe all & singular th<sup>e</sup> Deeds Evidences, Patents, Graunts, Charters & Writeings whatsoever of or concerning the same, To have & to hold th<sup>e</sup> s<sup>d</sup> Land & premises to him th<sup>e</sup> s<sup>d</sup> William Hatton his heires & Assignes for ever, to th<sup>e</sup> onely proper use & behoofe of him th<sup>e</sup> s<sup>d</sup> William Hatton his heires & Assignes for ever, And th<sup>e</sup> s<sup>d</sup> William Boareman doth hereby for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Covenant & agree to & with th<sup>e</sup> s<sup>d</sup> William Hatton his heires Exec<sup>rs</sup> & Adm<sup>rs</sup>, That th<sup>e</sup> s<sup>d</sup> William Boareman at th<sup>e</sup> time of th<sup>e</sup> Ensealeinge & Delivery of these presents is & standeth seized of th<sup>e</sup> s<sup>d</sup> Land & premises with their appurtenances of a firme sure good & undefeazable estate of inheritance in fee simple, & that hee hath full right good power & lawfull Authority to grant, bargain & sell th<sup>e</sup> same to th<sup>e</sup> s<sup>d</sup> William Hatton his heires & Assignes, And that hee will for ever

Liber F

[p. 26]

Liber F warrant & defend th<sup>e</sup> same to him th<sup>e</sup> s<sup>d</sup> William Hatton & his heires against all persons whatsoever Claimeing by from or under him th<sup>e</sup> s<sup>d</sup> Boareman, And th<sup>e</sup> s<sup>d</sup> Land and premises are free & Cleare of all manner of incumbrances whatsoever, The Rents & services hereafter due & payable to th<sup>e</sup> Right Hon<sup>bl</sup> th<sup>e</sup> Ld Proprietary of this Province & his heires or Assignes Lord & Lords of th<sup>e</sup> fee of th<sup>e</sup> premises allwayes excepted & foreprized, And th<sup>e</sup> s<sup>d</sup> William Boareman doth further for himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> Covenant promise & agree to & with the s<sup>d</sup> William Hatton his heires Exec<sup>rs</sup> & Assignes & every of them by these presents at any time within these seaven yeares next Comeinge at th<sup>e</sup> reasonable request & at th<sup>e</sup> proper Cost & Charges in th<sup>e</sup> Law of him th<sup>e</sup> s<sup>d</sup> William Hatton to doe, acknowledge make & execute any other lawfull Conveyance or Conveyances, Assurance or Assurances in th<sup>e</sup> Law whether it be by fine or Recovery or Inrolement of these presents or othewayes whatsoever as by th<sup>e</sup> Counsell of th<sup>e</sup> s<sup>d</sup> William Hatton learned in th<sup>e</sup> Law shall be reasonably devised, advised or required, In wittnesse whereof th<sup>e</sup> parties above named have interchangeably sett to their hands & seales th<sup>e</sup> day & yeare above written

Sealed signed & Delivered

William Boareman

in presence of

(locus) sigilli

Thomas Dent

Samuell Cressey

The Court is adjourned till Eight of th<sup>e</sup> Clocke to morrow morning.

[p. 27] The Court sitts again th<sup>e</sup> Eleaventh day present Comissioners as before M<sup>r</sup> Henry Adames M<sup>r</sup> Thomas Matthewes M<sup>r</sup> Zachary Wade M<sup>r</sup> Robert Henly M<sup>r</sup> John Duglas M<sup>r</sup> William Barton M<sup>r</sup> Thomas Hussey

Capt<sup>ne</sup> William Boareman acknowledges Samuell Cressey his Atturney in all Causes depending in this Court

Thomas Bull son of Thomas Bull late of Charles County deē Comes here in Court & declares himselfe to be of th<sup>e</sup> full age of twenty one yeares

Tobias Crawford hath sworne in open Court that hee hath nothing that belongs to th<sup>e</sup> estate of Michaell Ashfords in his hands, nor owes him nothing.

It is ordered th<sup>t</sup> there be a reference in a Cause depending betweene John Allen Administrator of th<sup>e</sup> goods Chattles & Creditts of Nicholas Solsby deē plaintife & James Munkister Defendant, till th<sup>e</sup> next Court, & if James Munkister Defend<sup>t</sup> appeare not th<sup>e</sup> next Court to answer unto th<sup>e</sup> suite Comensed, Judgement is to be entred against th<sup>e</sup> Defendant by default for nonappearance.

It is ordered that there be a reference in a Cause depending betweene Thomas Alcocke plaintife & John Waters Defendant till the next Court th<sup>t</sup> the jury bring in their verdict Liber F

In a Cause depending betweene John Allen Adm<sup>r</sup> of the goods Chattles & Creditts of Nichō: Solsby deē plaintife & Gerrard Browne Defendant

Gerrard Browne was Attached to Answer unto John Allen Adm<sup>r</sup> of the goods Chattles & Creditts of Nich: Solsby late of this County deē of a plea of trespas on the Case

And whereupon the s<sup>d</sup> John by Samuell Cressey his Attorney Complaineth against the s<sup>d</sup> Gerrard for th<sup>t</sup> whereas the s<sup>d</sup> Gerrard had & received of the s<sup>d</sup> Nicholas on the first day of Septemb<sup>r</sup> Anno Domi 1673 pills wherewith to make two glisters to the value of one hundred pounds of tobacco, In Consideration whereof the s<sup>d</sup> Gerrard did then Assume upon himselfe & to the s<sup>d</sup> Nich did faithfully promise th<sup>t</sup> hee the s<sup>d</sup> Gerrard to him the s<sup>d</sup> Nich when thereunto required would well & truely satisfie & pay the s<sup>d</sup> sume of 100<sup>lb</sup> of tobaccoe, Yett neverthelesse the s<sup>d</sup> Gerrard although often thereunto required the s<sup>d</sup> sume of 100<sup>lb</sup> of tobaccoe neither to the s<sup>d</sup> Nich in his life time nor to the s<sup>d</sup> John to whome Administracon of the goods Chattles & Creditts of the s<sup>d</sup> Nicholas was Comitted since his death hath not paid but doth altogether refuse to pay the same, whereupon the s<sup>d</sup> John saith hee is damnified & hath lost to the value of 150<sup>lb</sup> of tobaccoe & thereupon hee bringeth his suite

Gerrard Browne Defendant appears in his proper person to defend the suite Comensed & the plaintife for want of prooffe to his declaracon, it was found th<sup>t</sup> there was noe Cause of action whereupon hee obtained a nonsuite.

In a Cause depending betweene John Allen Adm<sup>r</sup> to the goods Chattles & Creditts of Nich Solsby deē plaintife & Jeremiah Dickison Defendant

Jeremiah Dickison was Attached to Answer unto John Allen Adm<sup>r</sup> of the goods & Chattles & Creditts of Nich Solsby deē late of this County in a plea of Trespas on the Case.

And whereupon the s<sup>d</sup> John by Samuell Cressey his Attorney Complaineth against the s<sup>d</sup> Jeremiah for th<sup>t</sup> whereas the s<sup>d</sup> Jeremiah had & rec<sup>d</sup> of the s<sup>d</sup> Nich severall parcells of Physicke in the moneth of August Anno Domi 1673 amountinge to the sume of one hundred & twenty pounds of tobaccoe as by a particular account here in Court produced more plainly may appeare In Consideracon whereof the s<sup>d</sup> Jeremiah did then assume on himselfe & to the s<sup>d</sup> Nich did faithfully promise, th<sup>t</sup> hee the s<sup>d</sup> Jeremiah to him the s<sup>d</sup> Nicholas when thereunto required would well & truely satisfie & pay the s<sup>d</sup> sume of 120<sup>lb</sup> of tobaccoe, Yett neverthelesse the s<sup>d</sup> Jeremiah although often thereunto required the s<sup>d</sup> sume of 120<sup>lb</sup> of tobaccoe [p. 28]

**Liber F** neither to th<sup>e</sup> s<sup>d</sup> Nich in his life time nor to th<sup>e</sup> s<sup>d</sup> John to whom Admistracon of th<sup>e</sup> goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Nich was Comitted since his death hath not satisfied but doth altogether refuse to pay th<sup>e</sup> same, whereupon th<sup>e</sup> s<sup>d</sup> John saith hee is damnified & hath lost to th<sup>e</sup> value of 200<sup>lb</sup> of tobaccoe & thereupon hee bringeth his suite

The Defendant Jeremiah Dickison appears in his proper person to defend th<sup>e</sup> suite Comensed, & th<sup>e</sup> plaintife for want of prooffe to his declaracon th<sup>e</sup> worshipfull th<sup>e</sup> Comissioners finds th<sup>t</sup> there is noe Cause of action & thereupon hee obtained a non suite

In a Cause depending betweene John Allen Adm<sup>r</sup> of th<sup>e</sup> goods Chattles & Creditts of Nich Solby de<sup>c</sup> plaintife & stephen Gough Defendant

Stephen Gough was Attached to Answer to John Allen Adm<sup>r</sup> of th<sup>e</sup> goods Chattles & Creditts of Nich Solby late of this County de<sup>c</sup> of a plea of trespas on th<sup>e</sup> Case

And whereupon th<sup>e</sup> s<sup>d</sup> John by Samuell Cressey his Attorney Complaineth against th<sup>e</sup> s<sup>d</sup> Stephen for th<sup>t</sup> whereas th<sup>e</sup> s<sup>d</sup> Nich did on th<sup>e</sup> 13<sup>th</sup> day of July 1673 & from th<sup>t</sup> time untill th<sup>e</sup> 16<sup>th</sup> day of th<sup>e</sup> same moneth attend on him th<sup>e</sup> s<sup>d</sup> Stephen & administer to him th<sup>e</sup> s<sup>d</sup> Stephen divers parcells of Phisicke in all amounteinge to th<sup>e</sup> sume of three hundred & seaventy pounds of tobaccoe, As by a particular account here in Court by th<sup>e</sup> s<sup>d</sup> John produced more plainly may appeare, In Consideracon whereof th<sup>e</sup> s<sup>d</sup> Stephen did then assume on himselfe & to th<sup>e</sup> s<sup>d</sup> Nich did faithfully promise that hee th<sup>e</sup> s<sup>d</sup> Stephen when thereunto required to him th<sup>e</sup> s<sup>d</sup> Nich th<sup>e</sup> s<sup>d</sup> sume of 370<sup>lb</sup> of tobaccoe would well & truly pay, Yett neverthesse th<sup>e</sup> s<sup>d</sup> Stephen although often thereunto required th<sup>e</sup> s<sup>d</sup> sume of three hundred & seaventy pounds of tobaccoe neither to th<sup>e</sup> s<sup>d</sup> Nich in his life time nor to th<sup>e</sup> s<sup>d</sup> John to whom Administracon of all & singular th<sup>e</sup> goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Nich was Comitted since his death hath not paid but doth altogether refuse to pay th<sup>e</sup> same, whereupon th<sup>e</sup> s<sup>d</sup> John saith hee hath lost to th<sup>e</sup> value of 500<sup>lb</sup> of tobaccoe & thereupon hee bringeth his suite

And th<sup>e</sup> s<sup>d</sup> Stephen Gough Defendant (by John Jones his Attorney) comes & defends th<sup>e</sup> force & injury &c And saith hee hath not received th<sup>e</sup> Phisicke within mentioned in maner & forme as within exprest &c: nor did not Assume

The plaintife wanting prooffe to his declaracon, Thereupon the worshipfull th<sup>e</sup> Comissioners orders a nonsuite against th<sup>e</sup> plaintife with Cost of suite

	lb to <sup>b</sup>
To a nonsuite.....	050
To Attorneys Fees.....	200
	—
	250



In a Cause depending betweene Stephen Murty plaintife & James Munkister Defend<sup>t</sup>: Liber F  
[p. 29]

James Munkister otherwise Called James Munkister of Charles County Carpenter was Attached to Answer unto Stephen Murty of th<sup>e</sup> County of S<sup>t</sup> Maries inholder of a plea th<sup>t</sup> hee render unto him th<sup>e</sup> sume of six hundred fifty nine pounds of tobaccoe which to him hee oweth & unjustly deteineth

And whereupon th<sup>e</sup> s<sup>d</sup> Stephen by Samuell Cressey his Attorney Complaineth against th<sup>e</sup> s<sup>d</sup> James for that whereas th<sup>e</sup> s<sup>d</sup> James by his certaine writeing & obligatory, sealed with th<sup>e</sup> seale of him th<sup>e</sup> s<sup>d</sup> James whose date is th<sup>e</sup> 7<sup>th</sup> day of Novemb<sup>r</sup> 1671 Did become bound to pay unto him th<sup>e</sup> s<sup>d</sup> Stephen his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes th<sup>e</sup> full & just sume of six hundred fifty nine pounds of tobaccoe & Caske, whensoever hee should be thereto required as by th<sup>e</sup> s<sup>d</sup> writeing here in Court produced more plainly may appeare, Yett neverthesse th<sup>e</sup> s<sup>d</sup> James although often thereto required th<sup>e</sup> s<sup>d</sup> sume of 659<sup>th</sup> of tobaccoe hath not satisfied, but doth altogether refuse to pay th<sup>e</sup> same, whereupon th<sup>e</sup> s<sup>d</sup> Stephen saith hee is damnified & hath lost to th<sup>e</sup> value of one thousand pounds of tobaccoe & thereupon hee bringeth his suite

Whereupon th<sup>e</sup> plaintife produced this ensueinge bill

This bill bindeth mee James Munkister of Charles County in th<sup>e</sup> Province of Maryland Carpenter my heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes to pay or Cause to be paid unto Stephen Murty of th<sup>e</sup> County of S<sup>t</sup> Maries inholder his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes th<sup>e</sup> just & full quantity of six hundred & fifty nine pounds of good sound Merchantable tobaccoe in Caske in some Convenient place in Charles County at all demands as Wittnesse my hand & seale th<sup>e</sup> seaventh day of Novemb<sup>r</sup> 1671

James Munkister (locus) sigilli

Wittnesse William Burke

George Miller

Whereupon th<sup>e</sup> Worshipfull th<sup>e</sup> Comissioners orders a judgem<sup>t</sup> against th<sup>e</sup> Defendant James Munkister for th<sup>e</sup> sume of 659<sup>th</sup> of tobaccoe to be paid to th<sup>e</sup> plaintife Stephen Murty with Cost of suite

To Atturneyes Fees..... 200<sup>th</sup> tob

In a Cause depending betweene Matthias O'Bryan plaintife & David Thomas Defendant.

David Thomas was Attached to Answer unto Matthias OBryan of a plea th<sup>t</sup> hee render unto him one thousand foure hundred seaventy & eight pounds of good sound Merchantable leafe tobaccoe & Caske which hee oweth & unjustly deteineth

And thereupon th<sup>e</sup> s<sup>d</sup> Matthias (by John Jones his Attorney) saith that whereas th<sup>e</sup> s<sup>d</sup> David th<sup>e</sup> second day of March 1671 by his certaine writeing obligatory, which hee th<sup>e</sup> s<sup>d</sup> Matthias with th<sup>e</sup> seale of th<sup>e</sup> s<sup>d</sup> David signed here bringes into Court, whose date

Liber F is th<sup>e</sup> same day & yeare, Did acknowledge himselfe to owe & stand firmly indebted unto th<sup>e</sup> s<sup>d</sup> Matthias th<sup>e</sup> full & just sūme of One thousand foure hundred seaventy & Eight pounds of good sound  
 [p. 30] Merchantable leafe tobaccoe & Caske, To be paid to th<sup>e</sup> s<sup>d</sup> Matthias his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> at or before th<sup>e</sup> tenth day of Octob<sup>r</sup> then next ensueinge, Notwithstanding th<sup>e</sup> s<sup>d</sup> David though often demanded th<sup>e</sup> s<sup>d</sup> sūme of 1478<sup>lb</sup> of tob<sup>e</sup> & Caske according to th<sup>e</sup> tenour of th<sup>e</sup> s<sup>d</sup> Obliga<sup>ō</sup>n hath not paid or rendred, but th<sup>e</sup> same hitherto hath neglected & refused & still doth refuse to pay, Whereupon th<sup>e</sup> s<sup>d</sup> Matthias saith hee is damnified, & hath loste to th<sup>e</sup> value of two thousand two hundred pounds of tobacco & thereupon hee brings his suite

Whereupon this ensueinge bill was produced in open Court

Know all men by these presents that I David Thomas of Charles County in th<sup>e</sup> Province of Maryland planter doe acknowledge & Confesse to stand firmly indebted unto Matthias OBryan of th<sup>e</sup> same County & Province afores<sup>d</sup> to him his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes th<sup>e</sup> full & just sūme of one thousand foure hundred seaventy & eight pounds of good sound Merchantable leafe tobaccoe & Caske to containe th<sup>e</sup> same, to be paid at or before th<sup>e</sup> tenth day of Octob<sup>r</sup> next ensueinge th<sup>e</sup> date hereof, & allsoe th<sup>e</sup> s<sup>d</sup> is to bring th<sup>e</sup> tobaccoe downe to th<sup>e</sup> now dwellinge house of Matthias OBryan, & for th<sup>e</sup> true performance of th<sup>e</sup> abovesaid premises to be well & truely made & done, I the s<sup>d</sup> David Thomas doe binde my selfe my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> firmly by these presents in wittnesse whereof I have hereunto sett my hand & seale this 2<sup>d</sup> day of March: Anno 1671

Signed sealed & delivered  
 in th<sup>e</sup> presence of  
 Francis Adams  
 Hugh Mackenemar

his marke  
 David **DT** Thomas  
 (locus) sigilli

Whereupon the Defendant David Thomas confest judgement in open Court to th<sup>e</sup> Plaintife Matthias OBryan for th<sup>e</sup> sūme of 1478<sup>lb</sup> of tobacco with Cost of suite

Bill of Costs

To Attorneys Fees.....	200 <sup>lb</sup> tob <sup>e</sup>
To Francis Adames 3 dayes at 30.....	090

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Sūme 290

Whereas a writt of Capias was issued forth against Edward Hamond (& returned by th<sup>e</sup> sherife non est inventus) at th<sup>e</sup> suite of Humphrey Warren An Attachment is granted by order of Court to th<sup>e</sup> s<sup>d</sup> Humphrey Warren plaintife against th<sup>e</sup> goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Edward Hamond Def<sup>t</sup> for th<sup>e</sup> sūme of three thousand pounds of tobaccoe for th<sup>t</sup> th<sup>e</sup> Def<sup>t</sup> is not to be found in th<sup>e</sup> County

Whereas a writt of Capias was issued forth against Michael Judd at th<sup>e</sup> suite of John Mould & returned by th<sup>e</sup> sherife non est inventus, An Attachment is granted by order of Court to th<sup>e</sup> s<sup>d</sup> John Mould plaintife against th<sup>e</sup> goods Chattles & Creddits of th<sup>e</sup> s<sup>d</sup> Michael Judd Defendant for th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> is not to be found within th<sup>e</sup> County. Liber F

In a Cause depending betweene John Muñs plaintife & Cuthbert Musgrove Defendant, th<sup>e</sup> plaintife preferres this ensueinge petition.

To th<sup>e</sup> Worshipfull Comissioners of Charles County John Muñs humbly sheweth.

That whereas Cuthbert Musgrove of Charles County standeth indebted unto John Muñs of th<sup>e</sup> same County in th<sup>e</sup> full & just quantity of two thousand five hundred pounds of good sound merchantable leafe tobaccoe & Caske to be paid upon Demand unto th<sup>e</sup> s<sup>d</sup> John Muñs his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes as by a certaine writeing obligatory sealed with the seale of him th<sup>e</sup> s<sup>d</sup> Cuthbert whose date is th<sup>e</sup> 27<sup>th</sup> day of January 1673 here in Court produced now plainly may appeare.

Yett neverthesse th<sup>e</sup> s<sup>d</sup> Cuthbert his obligacōn little mindeing or regarding, but deviseinge & fraudulently intending him th<sup>e</sup> s<sup>d</sup> John of th<sup>e</sup> s<sup>d</sup> sume of 2500<sup>lb</sup> tobacco to deceive th<sup>e</sup> s<sup>d</sup> sume of 2500<sup>lb</sup> although often thereunto required, hath not satisfied but doth altogether refuse to pay th<sup>e</sup> same, Whereupon th<sup>e</sup> s<sup>d</sup> John saith hee is damnified & hath lost to th<sup>e</sup> value of 2900<sup>lb</sup> of tobaccoe & thereupon hee bringeth his suite, & humbly Craves th<sup>e</sup> judgem<sup>t</sup> of this worshipfull Court & y<sup>r</sup> petitioner shall ever pray &c [p. 31]

Whereupon th<sup>e</sup> plaintife John Munes produceth th<sup>e</sup> s<sup>d</sup> writeinge obligatory in open Court, & th<sup>e</sup> Defendant Cuthbert Musgrove Confest judgement for th<sup>e</sup> sume of nine hundred & twelve pounds of tobaccoe which was remaineinge due of th<sup>e</sup> s<sup>d</sup> bill to be paid by th<sup>e</sup> Def<sup>t</sup> Cuthbert Musgrove to th<sup>e</sup> pl<sup>tf</sup> John Munes with Cost of suite

Bill of costs Entred

To his comeing goeinge & Attendance 4 dayes	}	120 <sup>lb</sup> tob	}	360 <sup>lb</sup> tob
at 30 p̄ diem.....				
To John Helme & Roger Dickison for evidence				
Charge 4 dayes each at 30 <sup>lb</sup> p̄ diem.....		240		

In a Cause depending betweene John Allen as Adm<sup>r</sup> of all & singular th<sup>e</sup> goods & Chattles of John Hitchinson deē, plaintife & Gerrard Browne who married th<sup>e</sup> Relict of William Allen deē Defendant.

Gerrard Browne who married th<sup>e</sup> Relict of William Allen deē was attached to Answer unto John Allen Adm<sup>r</sup> of all & singular th<sup>e</sup> goods & Chattles &c of John Hitchinson deē in an action of th<sup>e</sup> Case

Whereupon th<sup>e</sup> s<sup>d</sup> John Allen (by John Jones his Attorney) saith that whereas John Hitchinson in his life time was sundry wayes

**Liber F** indebted unto him th<sup>e</sup> s<sup>d</sup> John Allen considerable sumes of tobaccoe, & dyeinge left an estate in th<sup>e</sup> hands of sundry persons, who have Combined to Conceale th<sup>e</sup> same on purpose to defraud & deceive his Creditors, whereupon th<sup>e</sup> s<sup>d</sup> John Allen being one of th<sup>e</sup> Cheife Creditors was at th<sup>e</sup> charge & did procure & obtained letters of Administracon of th<sup>e</sup> goods & Chattles &c of him th<sup>e</sup> s<sup>d</sup> John Hitchinson, which letters are ready to be produced in Court, And whereas William Allen allsoe deē, in his life time, was indebted fifteene hundred pounds of good sweet porke unto him th<sup>e</sup> s<sup>d</sup> John Hitchinson, and dyeinge left his widdow who administred upon his estate, whose widdow since is married unto th<sup>e</sup> Defendant Gerrard Browne, of whom th<sup>e</sup> plaintife John Allen hath often demāded th<sup>e</sup> 1500<sup>th</sup> of porke who of Right ought to pay th<sup>e</sup> same, But th<sup>e</sup> s<sup>d</sup> Gerrard Browne hath refused & doth refuse to pay th<sup>e</sup> same unto th<sup>e</sup> s<sup>d</sup> John Allen, whereupon hee brings his suite, & saith hee is damni-fied & hath losse to th<sup>e</sup> value of 3000<sup>th</sup> of tobaccoe

And th<sup>e</sup> s<sup>d</sup> Gerrard Browne by Samuells Cressey his Attorney Comes & defends th<sup>e</sup> force & injury when &c: & saith th<sup>t</sup> hee th<sup>e</sup> s<sup>d</sup> John Allen ought not to have his action against him for that hee is barred thereof by a certaine act of Assembly made at S<sup>t</sup> Maries Anno Domini 1666 entituled an Act for limitation of sundry actions for avoideing of suites at law & of this hee craves judgement.

[p. 32] Whereupon th<sup>e</sup> Defend<sup>t</sup> Gerrard Browne who married th<sup>e</sup> Relict of William Allen deē obtained a nonesuite p<sup>r</sup> order of Court against th<sup>e</sup> plaintife John Allen as Adm<sup>r</sup> of all & singular th<sup>e</sup> goods & Chattles &c of John Hitchinson deē with cost of suite noe bill of cost entred

In a matter of difference depending betweene Richard Dod plain-tife & Robert Tote Defendant

Robert Tote of Charles County Inholder was Attached to Answer to Richard Dod of th<sup>e</sup> same County of a plea wherefore by force & armes at th<sup>e</sup> plantation whereon th<sup>e</sup> s<sup>d</sup> Robert now lives at Wicco-comico in th<sup>e</sup> County afores<sup>d</sup> one bull of th<sup>e</sup> proper goods & Chat-tles of him th<sup>e</sup> s<sup>d</sup> Richard of th<sup>e</sup> price of six hundred pounds of tobacco out of th<sup>e</sup> woods did fetch & then & there did kill to th<sup>e</sup> great damage of him th<sup>e</sup> s<sup>d</sup> Richard, & Contrary to th<sup>e</sup> peace of th<sup>e</sup> Right Hon<sup>bl</sup> th<sup>e</sup> Ld Proprietary.

And whereupon th<sup>e</sup> s<sup>d</sup> Richard by Samuells Cressey his Attorney Complaineth against th<sup>e</sup> s<sup>d</sup> Robert, for that whereas th<sup>e</sup> s<sup>d</sup> Robert did sometime in th<sup>e</sup> Moneth of Septemb<sup>r</sup> in th<sup>e</sup> 43<sup>d</sup> yeare of th<sup>e</sup> Dominion of Caecilius &c over this Province Annoq<sup>ue</sup> Domini 1674 at th<sup>e</sup> house where th<sup>e</sup> s<sup>d</sup> Robert doth now live at Wiccomico in th<sup>e</sup> County afores<sup>d</sup> fetch up one bull of th<sup>e</sup> proper goods & Chattles of th<sup>e</sup> s<sup>d</sup> Richard of th<sup>e</sup> value of six hundred pounds of tobaccoe out of th<sup>e</sup> woods, & th<sup>e</sup> s<sup>d</sup> bull then & there did kill to th<sup>e</sup> damage of him

th<sup>e</sup> s<sup>d</sup> Richard & Contrary to th<sup>e</sup> peace of th<sup>e</sup> Right Hon<sup>bl</sup> th<sup>e</sup> Ld. Proprietary, whereupon th<sup>e</sup> said Richard saith hee is damnified & hath lost to th<sup>e</sup> value of nine hundred pounds of tobacco & thereupon hee bringeth his suite Liber F

And th<sup>e</sup> s<sup>d</sup> Robert Tote Defend<sup>t</sup> by his Attorney John Jones comes & defends th<sup>e</sup> force & injury, & saith hee is not guilty in such manner & forme as is within exprest & putts himselfe upon th<sup>e</sup> Countrey

Whereupon th<sup>e</sup> plaintife Richard Dod desires these evidences to be sworne

Richard Morris aged about 38 yeares sworne & examined in open Court saith hee knowes not whose bull it is nor knowes not th<sup>e</sup> marke & further saith not

James Cox aged about 31 yeares sworne & examined in open Court saith that hee did see a bull killed at Robert Totes being marked on th<sup>e</sup> Right ear with a Crop & three slits in th<sup>e</sup> Crop & one of th<sup>e</sup> slits allmost growne up, & a hole in th<sup>e</sup> left eare with a peice taken out allmost at th<sup>e</sup> root of th<sup>e</sup> s<sup>d</sup> eare to th<sup>e</sup> best of my Remembrance & th<sup>e</sup> top of th<sup>e</sup> s<sup>d</sup> eare being taken of, but whose bull it is I know not, & further this Deponent saith not

Thomas Baker sworne & examined in open Court saith that about foure yeares agoe there was a small blacke pied bull used my pen, being marked with a Crop in th<sup>e</sup> Right eare & three slits in th<sup>e</sup> Crop, & in th<sup>e</sup> left ear a hole & two litle peices taken out of th<sup>e</sup> underside of th<sup>e</sup> eare like to a figure of three which is Richard Dods proper marke th<sup>t</sup> hee ownes, & a little while agoe I happened to be at Roberts Totes Richar Dod requested mee to Looke upon th<sup>e</sup> eares of th<sup>e</sup> s<sup>d</sup> Bull then killed, which eares to th<sup>e</sup> best of my remembrance was marked with one Crop on th<sup>e</sup> Right eare & three slits in th<sup>e</sup> Crop & one of them allmost grown up, & in th<sup>e</sup> left eare on hole & a peice taken out of th<sup>e</sup> s<sup>d</sup> eare almost at th<sup>e</sup> root of th<sup>e</sup> Eare, & th<sup>e</sup> top of th<sup>e</sup> eare taken of, but whether it was Richard Dods bull or not your Deponent knowes not & further saith not.

Richard Roe sworne & examined in open Court on th<sup>e</sup> behalfe of th<sup>e</sup> Defend<sup>t</sup> saith, that Richard Dods people, John Kimborow & John Warder Did kill a blacke pied bull at M<sup>r</sup> Cresseye's pen, & hee never knew any other th<sup>t</sup> Richard Dod had, & further saith not

A jury being impannelled by th<sup>e</sup> Sherife & th<sup>e</sup> jury haveing heard th<sup>e</sup> examination of th<sup>e</sup> Wittnesses (viz) Thomas Corker foreman Robert Inglesby William Boyden James hay John Muñ Meverell Hulse Philip Browne George Taylor Thomas Witter Henry Barnes Francis Adames & John Wheeler which jury brought in this ensue- [p. 33]  
inge verdict.

Wee find for th<sup>e</sup> Defendant, that there is noe Cause of action, with Cost of suite.

Liber F Bill of Costs entr<sup>d</sup>

	lb tobaccoe	
For the Defendants Atturneyes Fees.....	200	} 680 <sup>lb</sup> tob
To a nonsuite.....	050	
To Rich <sup>d</sup> Roes Attendance two dayes at 30 <sup>th</sup> of tobaccoe p̄ diem.....	060	
To th <sup>e</sup> jurys Charge.....	120	
To th <sup>e</sup> sherife for impannelinge th <sup>e</sup> th <sup>e</sup> jury & sweareinge of them & sweareing five witnesses..	205	
To Ditto p̄ Writt & subpaena on wittness.....	045	

It is ordered by th<sup>e</sup> worshipfull th<sup>e</sup> Comissioners that Richard Dod pay unto his five wittneses Subpaenaed by him to Court for two dayes Attendance apeice at 30<sup>th</sup> of tobacco p̄ diem, The sume of 300<sup>lb</sup> of tobaccoe

Whereas a writt of Capias was issued forth against Joseph Calley (& returned p̄ the sherife non est inventus) at th<sup>e</sup> suite of Philip Lynes An Attachment is granted p̄ order of Court to th<sup>e</sup> s<sup>d</sup> Lynes plaintife against th<sup>e</sup> goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Joseph Calley for th<sup>e</sup> sume of five hundred pounds of tobaccoe for that th<sup>e</sup> Defendant is not to be found within th<sup>e</sup> County with cost of suite

Whereas a writt of Capias was issued forth against Matthew Boes & returned by th<sup>e</sup> sherife non est inventus) at th<sup>e</sup> suite of Philip Lynes an Attachment is granted p̄ order of Court to th<sup>e</sup> s<sup>d</sup> Lynes plaintife against th<sup>e</sup> goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Matthew Booes for th<sup>e</sup> sume of two hundred ninety eight pounds of tobacco, for th<sup>t</sup> th<sup>e</sup> Defend<sup>t</sup> is not to be found within th<sup>e</sup> County with Cost of suite

Whereas a writt of Capias was issued forth against John Biswicke & Returned by th<sup>e</sup> sherife non est inventus at th<sup>e</sup> suite of Philip Lynes, An Attachm<sup>t</sup> is granted p̄ order of Court to th<sup>e</sup> s<sup>d</sup> Lynes plaintife against th<sup>e</sup> estate of John Biswicke for th<sup>e</sup> sume of two thousand & two pounds of tobacco for th<sup>t</sup> th<sup>e</sup> Defendant is not to be found within this County with Cost of suite

In a Cause depending betweene Adam Robinson plaintife & Thomas Bradley Defendant

Thomas Bradley was Attached to Answer to Adam Robinson of a plea of trespas on th<sup>e</sup> Case

And whereupon th<sup>e</sup> s<sup>d</sup> Adam (by John Jones his Atturney) saith for that whereas th<sup>e</sup> s<sup>d</sup> Thomas in Aprill 1674 In Consideraçon that th<sup>e</sup> afores<sup>d</sup> Adam did lend unto him th<sup>e</sup> s<sup>d</sup> Thomas six shillings of Currant money to th<sup>e</sup> purpose & service of him th<sup>e</sup> s<sup>d</sup> Thomas, & at his speciall instance & request hee th<sup>e</sup> s<sup>d</sup> Thomas did then assume

& faithfully promise well & truly to repay & satisfie unto th<sup>e</sup> s<sup>d</sup> Adam six shillings of like money at or before Easter then next followeing, Yett th<sup>e</sup> s<sup>d</sup> Thomas his promise & Assumption afores<sup>d</sup> little regarding but plotting & fraudulently intending him th<sup>e</sup> s<sup>d</sup> Adam to deceive of th<sup>e</sup> afores<sup>d</sup> six shillings, Although often required by th<sup>e</sup> s<sup>d</sup> Adam, hath not as yett paid nor in any manner of wise given Content, but hath vilified & ill intreated th<sup>e</sup> s<sup>d</sup> Adam, whereupon hee brings his suite & saith hee is damnified foure hundred pounds of tobacco. Liber F

And th<sup>e</sup> s<sup>d</sup> Thomas Bradley defend<sup>t</sup> by Samuell Cressey his Attorney Comes & defends th<sup>e</sup> force & injury when &c, & saith that th<sup>e</sup> s<sup>d</sup> Adam ought not to have his action against, for th<sup>t</sup> th<sup>e</sup> s<sup>d</sup> Thomas ever was & now is ready to satisfie th<sup>e</sup> s<sup>d</sup> Adam th<sup>e</sup> sume within mentioned, & of this hee prayes judgement

John Posie sworne & Examined in open Court saith that hee [p. 34] proffered him th<sup>e</sup> s<sup>d</sup> Adam satisfaction for th<sup>e</sup> s<sup>d</sup> six shillings in tobacco what in reason hee Could demand & further saith not.

Whereupon th<sup>e</sup> s<sup>d</sup> Thomas makes tender of th<sup>e</sup> s<sup>d</sup> Money in open Court And thereupon th<sup>e</sup> s<sup>d</sup> Thomas Bradley Defendant obtained a nonsuite with Cost of suite p order of Court

Bill of Costs

To Attorneys Fees.....	200 <sup>th</sup>
To John Posie on day.....	030
To th <sup>e</sup> sherife for arrest & two subpaena's.....	055
	<hr/>
	285

In a Cause depending betweene John Wood plaintife & Thomas Witter Defendant Thomas Witter was Attached to Answer John Wood of a plea th<sup>t</sup> hee render unto him foure hundred pounds of tobacco which hee oweth & unjustly deteineth.

And the s<sup>d</sup> John (by John Jones his Attorney) saith, that whereas th<sup>e</sup> s<sup>d</sup> Thomas by his certaine writeinge obligatory under his hand & seale Dated th<sup>e</sup> 14<sup>th</sup> of March 1672/3 Did acknowledge himselfe to owe & stand indebted unto th<sup>e</sup> s<sup>d</sup> John th<sup>e</sup> sume of foure hundred pounds of good sound Merchantable tobacco & Caske to be paid to th<sup>e</sup> s<sup>d</sup> John his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes at or upon th<sup>e</sup> tenth day of Octob<sup>r</sup> then next ensueinge, as by th<sup>e</sup> s<sup>d</sup> wryteing here ready to be produced in Court more at large it may appeare, yett th<sup>e</sup> afores<sup>d</sup> Thomas though thereto required hath refused & still doth refuse to pay th<sup>e</sup> same to th<sup>e</sup> s<sup>d</sup> John whereupon hee saith hee is damnified & is th<sup>e</sup> worse Eight hundred pounds of tobacco & brings his suite

Whereupon th<sup>e</sup> plaintife produces this s<sup>d</sup> writeing obligatory March th<sup>e</sup> 14<sup>th</sup> (1672/3)

Know all men by these presents that I Thomas Witter of Charles

Liber F County in th<sup>e</sup> Province of Maryland doe owe & stand indebted unto John Wood of th<sup>e</sup> same County & Province in th<sup>e</sup> full & just sume of foure hundred pounds of good sound Merchantable leafe tobacco & Caske to be paid unto th<sup>e</sup> s<sup>d</sup> John Wood his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes at or upon th<sup>e</sup> tenth day of Octob<sup>r</sup> next ensueinge th<sup>e</sup> date hereof at some Convenient place in Portobacco Creeke, to which payment well & truely to be made & done I binde myselfe my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> firmly by these presents, In Wittnesse whereof I have hereunto sett my hand & seale. Thomas Witter  
Signed sealed in th<sup>e</sup> presence of (locus) sigilli

John Stone

Samuell Walter

Whereupon th<sup>e</sup> plaintife John Wood obtained a judgment p<sup>r</sup> order of Court against th<sup>e</sup> Defendant Thomas Witter for th<sup>e</sup> sume of foure hundred pounds of tobacco with Cost of suite

Bill of Costs.	tb tobacco
To Attorneys Fees.....	200
To Samuell Walter 2 dayes Attendance.....	060
	<hr/> Sume 260

In a Cause depending betweene Samuell Snead plaintife & John Oliver Defendant, It is ordered by th<sup>e</sup> worshipfull th<sup>e</sup> Comissioners that the action be dismiss.

In a Cause depending betweene Benjamin Rozer plaintife & John Allen Adm<sup>r</sup> of all & singular th<sup>e</sup> goods & Chattles of Nicholas Solby de<sup>c</sup> Defendant

John Allen Administrat<sup>r</sup> of all & singular th<sup>e</sup> goods & Chattles of Nicholas Solby de<sup>c</sup> was Attached to Answer unto Benjamin Rozer of a plea that hee render unto him two thousand pounds of tobacco which hee unjustly deteineth.

[p. 35] Whereupon th<sup>e</sup> s<sup>d</sup> Benjamin in his proper person saith, that whereas the afores<sup>d</sup> Nicholas in his life on th<sup>e</sup> fifth day of Novemb<sup>r</sup> 1673 by his certaine writeing obligatory sealed with his seale, which th<sup>e</sup> s<sup>d</sup> Benjamin bringeth here in Court, Did acknowledge himselfe to owe & stand justly indebted unto th<sup>e</sup> s<sup>d</sup> Benjamin th<sup>e</sup> full & just quantity of two thousand pounds of tobacco & Caske to be paid unto th<sup>e</sup> s<sup>d</sup> Benjamin his heires &c at or before th<sup>e</sup> tenth day of Octob<sup>r</sup> then next ensueinge, And to th<sup>e</sup> same payment well & truely to be made th<sup>e</sup> afores<sup>d</sup> Nicholas did binde himselfe his heires Exec<sup>rs</sup> & Adm<sup>rs</sup> by th<sup>e</sup> same bill Yett neither th<sup>e</sup> afores<sup>d</sup> Nicholas in his life time, nor th<sup>e</sup> s<sup>d</sup> John to whom Administra<sup>con</sup> of all & singular th<sup>e</sup> goods & Chattles which were of th<sup>e</sup> s<sup>d</sup> Nicholas at th<sup>e</sup> time of his death was Comitted although often demanded, th<sup>e</sup> afores<sup>d</sup> 2000<sup>lb</sup> of tobacco have not rendred to th<sup>e</sup> s<sup>d</sup> Benjamin & th<sup>e</sup> s<sup>d</sup> John to render doth deny & unjustly deteine, whereupon hee



saith hee is damnified & hath losse & damage five hundred pounds of tobacco & brings his suite Liber F

Whereupon the plaintife Benjamin Rozer produces in open Court this ensuing bill

Know all men by these presents that I Nicholas Solby of Charles County in the Province of Maryland Gentleman doe owe & stand justly indebted to Benja<sup>a</sup> Rozer of the same Province Merch<sup>t</sup> the full & just quantity of two thousand pounds of good sound bright & large leafe tobacco in Caske to be paid unto the s<sup>d</sup> Benjamin Rozer his heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes at or before the tenth day of Octobr<sup>r</sup> next ensueinge the date hereof Conveniently by the waterside neare Portobacco Creeke, To the which paym<sup>t</sup> well & truely to be made I binde my selfe my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> firmly by these presents Wittnesse my hand & seale this fifth day of Novemb<sup>r</sup> 1673

Nicholas Solby (locus) sigilli

Wittnes Nicholas Best

Philip Gibbon

Whereupon the worshipfull the Court orders a judgement upon the s<sup>d</sup> bill for two thousand pounds of tobaccoe, to be paid by the s<sup>d</sup> John Allen Adm<sup>r</sup> of all & singular the goods & Chattles of Nicho: Solby de<sup>c</sup> Defendant, to the s<sup>d</sup> Benjamin Rozer plaintife out of the estate of the said Nicholas Solby deceased.

In a Cause depending betweene William Ward plaintife & Richard Clowter Defendant.

Richard Clowter of Portobacco Carpenter was Attached to Answer unto William Ward of a plea that hee render unto him the sume of Eight hundred Eighty three pounds of tobacco which to him hee oweth & unjustly deteineth.

And whereupon the s<sup>d</sup> William by Sam<sup>r</sup> Cressey his Attorney Complaineth against the s<sup>d</sup> Richard, for that whereas the s<sup>d</sup> Richard by his Certaine writeing obligatory, sealed with the seale of him the s<sup>d</sup> Richard whose date is the 3<sup>d</sup> day of June Anno Do<sup>m</sup>i 1674 Did acknowledge himselfe to owe & stand indebted to him the s<sup>d</sup> William in the s<sup>d</sup> sume of Eight hundred Eighty three pounds of tobacco to be paid Conveniently in Charles County afores<sup>d</sup> upon demand as by the s<sup>d</sup> Writeing here in Court produced more plainly may appeare, yett neverthesse the s<sup>d</sup> Richard although often thereunto required the s<sup>d</sup> sume of 883<sup>lb</sup> of tobacco hath not satisfied but doth altogether refuse to pay the same, Whereupon the s<sup>d</sup> William saith hee is damnified & hath lost to the value of twelve hundred pounds of tobacco & thereupon hee bringeth his suite.

And the s<sup>d</sup> Richard Clowter by John Jones his Attorney saith that before the perfecting & delivery of the within mentioned bills the s<sup>d</sup> William Ward did promise & Assume to deliver unto the s<sup>d</sup> Clowter severall bills which were out in the hands of sundry persons by

**Liber F** which this bill in question did accrue upon th<sup>e</sup> ballance of an acc<sup>t</sup> betweene them made up, therefore further saith th<sup>e</sup> s<sup>d</sup> William ought not to have his acc<sup>ion</sup>.

But th<sup>e</sup> plaintifes letter of Attorney not giving full power it is ordered by th<sup>e</sup> worshipfull th<sup>e</sup> Comissioners that th<sup>e</sup> Cause be dismist.

In a Cause depending betweene William Harris plaintife & Francis Furnis Defendant, th<sup>e</sup> plaintife by his Attorney John Jones declares against th<sup>e</sup> Def<sup>t</sup> for th<sup>e</sup> sume of one thousand two hundred pounds of tobacco due p<sup>r</sup> bill w<sup>ch</sup> bill was produced in open Court, [p. 36] whereupon th<sup>e</sup> Defendant Confest judgem<sup>t</sup> for the sume of One thousand two hundred pounds of tobacco to be paid to the plaintife William Harris by him th<sup>e</sup> Defendant Francis Furnis with Cost of Suite

To Attorneyes Fees.....200<sup>lb</sup> to<sup>b</sup>

In a Cause depending betweene William Boyden plaintife & Francis Furnis def<sup>t</sup> th<sup>e</sup> plaintife by his Attorney John Jones declares against th<sup>e</sup> Defendant for th<sup>e</sup> Sume of Three thousand pounds of Tobacco due by bill from th<sup>e</sup> s<sup>d</sup> Francis Furnis to be p<sup>d</sup> to th<sup>e</sup> s<sup>d</sup> William Boyden which bill was produced in open Court, whereupon th<sup>e</sup> s<sup>d</sup> Francis Furnis Defendant Confeseth judgem<sup>t</sup> in open Court for th<sup>e</sup> sume of three thousand pounds of tobacco to th<sup>e</sup> plaintife William Boyden with Cost of suite

To Attorneyes Fees..... 200<sup>lb</sup> to<sup>b</sup>

Philip Lynes doth oblige himselfe before th<sup>e</sup> worshipfull th<sup>e</sup> Comissioners in open Court to pay unto M<sup>r</sup> Anne Fowke th<sup>e</sup> sume of 805<sup>lb</sup> of tobacco upon th<sup>e</sup> account of Hamond Norton.

Whereas two Writts of Capias was issued forth against Joseph Horton & both returned by the sherife non est inventus, at th<sup>e</sup> suite of M<sup>r</sup> John Allen th<sup>e</sup> one of a plea of debt for th<sup>e</sup> sume of seaven hundred & nine pounds of tobacco th<sup>e</sup> other of a plea of trespas on th<sup>e</sup> Case for nine hundred & sixty pounds of tobacco an Attachment is granted p<sup>r</sup> order of Court to th<sup>e</sup> s<sup>d</sup> Allen plaintife in both actions against goods Chattles & Creditts of th<sup>e</sup> s<sup>d</sup> Joseph Horton, for that th<sup>e</sup> Defendant is not to be found within th<sup>e</sup> County, with Cost of suite

Whereas two writts of Capias was issued forth against Hamond Norton & returned by th<sup>e</sup> sherife non est inventus, at th<sup>e</sup> suite of John Wood th<sup>e</sup> one of a plea of debt for th<sup>e</sup> sume of Six hundred seaventy five pounds of tobacco & th<sup>e</sup> other of a plea of trespas on th<sup>e</sup> Case for seaven weekes worke/ An Attachm<sup>t</sup> is graunted p<sup>r</sup> order of Court to th<sup>e</sup> s<sup>d</sup> John Wood in both actions against th<sup>e</sup>

estate of Hamond Norton for that th<sup>e</sup> s<sup>d</sup> Norton hath absented himselfe out of th<sup>e</sup> County & is not to be found, with Cost of suite Liber F

It is ordered that Cornelius Cormacke make his appearance at th<sup>e</sup> next Court there to Answer to th<sup>e</sup> Complaint of th<sup>e</sup> Indians.

The Court is Adjourned for two houres.

The Court sits again present Commissioners as before

Mr Henry Adames Continues his Attachment against th<sup>e</sup> estate of Michaell Ashford in th<sup>e</sup> hands of m<sup>r</sup> Thomas Hussey

It is ordered th<sup>t</sup> Mr Henry Adames & Mr Thomas Matthewes doe in th<sup>e</sup> behalfe of th<sup>e</sup> rest of th<sup>e</sup> Commissioners bargain & agree with Mr John Allen about th<sup>e</sup> Court house & prison & Signe & seale th<sup>e</sup> Conveyances on th<sup>e</sup> behalfe of th<sup>e</sup> Rest & take bond on th<sup>e</sup> sixteene day of Novemb<sup>r</sup> 1674

It is likewise ordered what is more done then th<sup>e</sup> former bargain with Mr John Allen about th<sup>e</sup> Court house & prison, that hee the s<sup>d</sup> John Allen shall have satisfaction th<sup>e</sup> next yeare out of th<sup>e</sup> County Levy

The Court is Adjourned till th<sup>e</sup> second Twesday in January next

Mr John Allen acknowledges this ensuing Deed of Sale for a Court house & prison with an acre of Land belonging thereunto being a parcell of a tract of Land scituate & being in Charles County Called Moores Lodge to Mr Henry Adames & Mr Thomas Matthewes One th<sup>e</sup> behalfe of th<sup>e</sup> Right Honorable th<sup>e</sup> Lord Propriet<sup>r</sup> for th<sup>e</sup> publicke use of th<sup>e</sup> Inhabitants of Charles County for a Court house for his L<sup>ds</sup> Justices to hold Court in, & a prison house to secure prisoners in when thereunto Comitted

To all Christian People to whom these presents shall come Greetinge I John Allen of Charles County in th<sup>e</sup> Province of Maryland Gentleman, For & in Considera<sup>o</sup>n of twenty thousand pounds of good sound Merchantable tobacco raised in th<sup>e</sup> s<sup>d</sup> County by a publicke levy & to me in hand paid, th<sup>e</sup> receipt whereof I doe hereby acknowledge & therewith to be Fully paid, Contented & satisfied, have granted, bargained & sold, & by these presents doe grant bargain & sell unto the Right Hon<sup>ble</sup> Caecilius absolute Lord & proprietary of Maryland & Avalon Lord Baron of Baltemore &c: his heires & Successors for ever, One acre of Land being parcell of a tract of Land scituate in Charles County afores<sup>d</sup> Called Moores Lodge distant from th<sup>e</sup> head of Portobacco about foure miles, & one dwelling house scituate upon th<sup>e</sup> s<sup>d</sup> acre of Land, twenty & five foot in Length & twenty & two foot in breadth, with a porch tenne foot long & eight [p. 37]

Liber F foot wide thereunto Adjoyneing with a roome over th<sup>e</sup> first roome & another over th<sup>e</sup> s<sup>d</sup> porch, & a shead behinde in breadth twelve foot & a halfe or thereabouts, divided with a partition into two roomes, with two bricke Chimneyes (that is to say) th<sup>e</sup> one to be built in th<sup>e</sup> Lower roome of th<sup>e</sup> s<sup>d</sup> house, & th<sup>e</sup> other upon th<sup>e</sup> same foundation in the upper roome thereof, with all necessary & Convenient doores, locks, keyes, bolts, latches, hinges, stairescases, staires, windowes, window frames, Casements & glasse to be well glazed & put up in the s<sup>d</sup> frames throughout th<sup>e</sup> s<sup>d</sup> house above & below, & all th<sup>e</sup> roomes to be well plankt on th<sup>e</sup> floores, th<sup>e</sup> lower roome to be well wainscotted, th<sup>e</sup> upper roome well daubed & sealed with mortar white limed & sized, & th<sup>e</sup> shead sealed & lined with riven boards, And allsoe one other house to be built neare unto th<sup>e</sup> S<sup>d</sup> house & upon th<sup>e</sup> s<sup>d</sup> acre of Land three foot within ground at th<sup>e</sup> foundation to be twenty & five foot long & fiteene foot wide within, & of sufficient strength for a prison, the first roome entring to be eight foot in height from th<sup>e</sup> lower floore, & a partition in th<sup>e</sup> middle thereof, with a loft or Garrett over all th<sup>e</sup> s<sup>d</sup> roome, & both the floores of th<sup>e</sup> s<sup>d</sup> roome & loft to be well plankt, & the said loft to be six foot high & sealed & lined with riven boards, Together with free Egresse & Regresse to & from th<sup>e</sup> s<sup>d</sup> houses for all persons at all times, The s<sup>d</sup> dwelling house to be Completely finished for a Court-house forthwith in manner above mentioned, And th<sup>e</sup> s<sup>d</sup> house for a prison to be finished as afores<sup>d</sup> before th<sup>e</sup> last day of May now next ensueinge, To have & to hold th<sup>e</sup> s<sup>d</sup> acre of Land & houses & all & singular th<sup>e</sup> before graunted premises thereunto belonging with their & every of their appurtenances from mee th<sup>e</sup> s<sup>d</sup> John Allen & my heires for ever, unto th<sup>e</sup> Right Honorable th<sup>e</sup> Lord Proprietary aforesaid his heires & Successors forever, To & for th<sup>e</sup> publicke use of his & their County of Charles County in Maryland afores<sup>d</sup>, & th<sup>e</sup> Inhabitants thereof for a Court house for his L<sup>ds</sup> Justices to hold Court in, & a prison to secure prisoners when thereunto Comitted, And to & for these very purposes for ever And I the s<sup>d</sup> John Allen for myselfe my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> doe hereby Covenant promise & graunt to & with th<sup>e</sup> Right Hon<sup>ble</sup> th<sup>e</sup> Lord Proprietary afores<sup>d</sup> his heires & Successors, That I th<sup>e</sup> s<sup>d</sup> John Allen my heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes shall & will from time to time & at all times hereafter maintein provide & keepe or Cause to be maintained provided & kept a publicke ordinary or house of entertainment neare unto th<sup>e</sup> s<sup>d</sup> Court house & prison, for th<sup>e</sup> Convenient entertainment of his L<sup>ds</sup> Justices & all other persons whatsoever at any time thither lawfully resortinge: And shall & will keepe & Cause to be kept the s<sup>d</sup> Court house & prison in good & sufficient repair for ever except their foundations shall happen to decay with rottonnesse, And I the s<sup>d</sup> John Allen for myselfe my heires exec<sup>rs</sup> & Adm<sup>rs</sup> doe further Covenant promise & grant to & with th<sup>e</sup> Right Hon<sup>ble</sup> th<sup>e</sup> Ld Proprietary his heires & Successors afores<sup>d</sup>

That I the s<sup>d</sup> John Allen my heires Exec<sup>rs</sup> Adm<sup>rs</sup> or Assignes shall & will when & as often as thereunto required, make, doe, acknowledge & execute all other such further act or acts, thing or things, devise or devises, Assurance or Assurances in the law whatsoever, For the further better & more sure & perfect assureinge & Conveyinge of all & singular th<sup>e</sup> above graunted premises with their & every of their rights members & appurtenances to th<sup>e</sup> Right Hono<sup>ble</sup> th<sup>e</sup> Lord Proprietary his heires & Successors as afores<sup>d</sup> to & for th<sup>e</sup> uses afores<sup>d</sup> for ever, In wittnesse whereof I have hereunto sett my hand & seale this tenth day of Novemb<sup>r</sup> in three & fortieth yeare of the Dominion of th<sup>e</sup> Right Hono<sup>ble</sup> Caecilius absolute Lord & Proprietary of Maryland & Avalon Lord Baron of Baltemore &c: Annoq<sup>ue</sup> Domini 1674

Liber F  
[p. 38]

John Allen (locus) sigilli

Signed sealed & delivered

in the presence of

Benjamin Rozer

John Jones

Memorandū, that full & peaceable possession & seizin of th<sup>e</sup> s<sup>d</sup> house was given by the within named John Allen to M<sup>r</sup> Henry Adames M<sup>r</sup> Thomas Matthewes & M<sup>r</sup> Ignatius Causine three of his L<sup>ds</sup> Justices on th<sup>e</sup> behalfe of th<sup>e</sup> Right Honor<sup>bl</sup> Caecilius Absolute Lord & Proprietary of th<sup>e</sup> Province of Maryland & Avalon Lord Baron of Baltemore &c for th<sup>e</sup> uses within mentioned in th<sup>e</sup> presence of us whose names are here under written

Benjamin Rozer

John Jones

Cleborne Lomax

Know all men by these presents that I John Allen of Charles County in th<sup>e</sup> Province of Maryland Gentleman am houlden & firmly bound unto th<sup>e</sup> Right Hono<sup>ble</sup> Caecilius absolute Lord & Proprietary of Maryland afores<sup>d</sup> &c, his heires & Successors in th<sup>e</sup> full & just sume of forty thousand pounds of good sound Merchantable leafe tobacco & Caske, To be paid to th<sup>e</sup> s<sup>d</sup> Lord Proprietary his heires Successors or Assignes, To th<sup>e</sup> which payment well & truly to be made I binde my selfe my heires Exec<sup>rs</sup> & Adm<sup>rs</sup> firmly by these presents, Sealed with my seale Dated this tenth day of Novemb<sup>r</sup> in th<sup>e</sup> 43<sup>d</sup> yeare of th<sup>e</sup> Dominion of th<sup>e</sup> s<sup>d</sup> Caecilius &c Annoq<sup>ue</sup> Domi 1674

The Condi<sup>ti</sup>on of this obliga<sup>ti</sup>on is such, that if the above bounden John Allen his execut<sup>rs</sup> Adm<sup>rs</sup> or Assignes doe or shall well & truly performe, fulfill & keepe all & singular th<sup>e</sup> Covenants, graunts, articles, Clauses & agreements mentioned, written & Comprized in a Certaine Conveyance or Deed poll under the hand & seale of the s<sup>d</sup> John Allen beareinge date even with these presents, made by him th<sup>e</sup> s<sup>d</sup> John Allen unto the abovenamed Caecilius &c according to the tenure, intent, effect & true meaneinge of th<sup>e</sup> s<sup>d</sup> Conveyance, That

**Liber F** then this present obligacōn to be void & of non effect, Or else it to  
stand & abide in full force & vertue                      John Allen    (locus) sigilli  
Signed sealed & delivered  
    in th<sup>e</sup> presence of  
        Benjamin Rozer  
        John Jones

Railph Lomax th<sup>e</sup> son of Cleborne Lomax was borne the last day  
of July Anno Doñi 1673

Susanna Lomax th<sup>e</sup> Daughter of Cleborne Lomax was borne th<sup>e</sup>  
third day of Aprill Anno Doñi 1675

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